

SECTION-I**NOTICE INVITING TENDERS (NIT)**

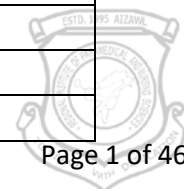
Sl. No.	Name of work	Estimated cost put to tender	EMD	Cost of Tender Document	Completion period
1	Repair and Resurfacing of Internal Road at RIPANS, Aizawl	Rs. 14,33,700.00	Rs. 71500.00	Rs. 1000.00	6 months

Online tenders, in two-bid system are invited by Director, Regional Institute of Paramedical and Nursing Sciences (RIPANS), Aizawl for Repair and Resurfacing of Internal Road at RIPANS,Aizawl

- Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
- Tender document can also be downloaded from the Institute's website at www.ripans.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.ripans.in
- Non –Refundable Tender Fee of Rs 1000.00 (Rupees one thousand only) only in the form of e-payment and e-payment/online payment receipt shall be scanned and submitted online, along with the Technical bid, within the period of tender online submission date and time and the original (hard copy) should be sent to Director, RIPANS, Zemabawk, Aizawl, Mizoram 796017 within the stipulated date and time.

The Bank Details for online payment of the Tender fee are as below:

Name of Account Holder	Director, RIPANS
Name of Bank	Bank of Baroda
Bank Branch	Aizawl, Mizoram
Account Number	30800100000168
IFSC	BARB0RIPANS
MICR Code	796012002



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6. Earnest Money Deposit (EMD) should be Rs. 71500/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt Banker's Cheque drawn in favour of Director, RIPANS, Aizawl, or Bank Guarantee of any Commercial Bank, shall be scanned and submitted online along with the Technical bid within the period of tender online submission date and time and the original (hard copy) should be sent to Director, RIPANS, Zemabawk, Aizawl, Mizoram 796017 within the stipulated date and time.
7. In the event of the date being declared as a closed holiday for client's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed times.
8. Bidders/Tenderers need to scan and upload the required documents like GST/MVAT/Sales tax registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Technical bid, as per Check List ref. SECTION – XV
9. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
10. The bidders should download the BoQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. RIPANS /Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
11. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
12. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI /FEMA case pending against the firm/contractor.
13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of RIPANS, Aizawl (www.ripans.ac.in) and Central Public Procurement portal (www.eprocure.gov.in). In order to provide reasonable time to take the amendment into account in

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preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

14. Bidders are requested to quote their price on a firm & fixed basis and the tendered rates and the validity of bids shall be for a minimum period of six (6) months from the date, as the tender are finalized /awarded.
15. The Institute reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
16. Tenderers/Bidders must conduct a passive survey at the Campus on working days before submitting their tender
17. Settlement of disputes – Director, RIPANS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
18. For any clarification and further details please contact @ Telephone No: 0389 – 2350522 or contact in person during office hours.

Sd/-
(Dr. CHAWNGTHANLIANA)

Director
Regional Institute of Paramedical and Nursing Sciences
Aizawl, Mizoram.

SECTION – II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE:

1. Definitions and Abbreviations:

1.1. The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- i. “Client” means REGIONAL INSTITUTE OF PARAMEDICAL AND NURSING SCIENCES (RIPANS), Zemabawk, Aizawl 796017 (Mizoram)
- ii. “Tender” means Bids /Quotation /Offer received from a Company /Firm /Tenderer/Bidder.
- iii. “Tenderer” means Bidder/ the Individual or Firm / Company submitting Bids /Quotation / Tender
- iv. “Contractor” means the individual or the firm supplying the goods and services as incorporated in the contract.
- v. “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the contractor is required to supply to the client under the contract.
- vi. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the contractor covered under the contract.
- vii. “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be submitted online and offline by a tenderer along with the Technical bid.
- viii. “Contract” means the written agreement entered into between the client and/or consignee and the contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer/ Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. “Consignee” means the Institute/concerned user department/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.

- xi. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xiii. "Day" means calendar day.

1.3. Abbreviations:

- i. "T E Document" means Tender Enquiry Document
- ii. "NIT" means Notice Inviting Tenders.
- iii. "GIB" means General Instructions to Bidders
- iv. "SIB" means Special Instructions to Bidders
- v. "GCC" means General Conditions of Contract
- vi. "SCC" means Special Conditions of Contract
- vii. "DGS&D" means Directorate General of Supplies and Disposals
- viii. "CPMP" means Central Public Procurement Portal
- ix. "PSU" means Public Sector Undertaking
- x. "CPSU" means Central Public Sector Undertaking
- xi. "LSI" means Large Scale Industry
- xii. "SSI" means Small Scale Industry
- xiii. "NSCI" National Small Industries Corporation
- xiv. "LC" means Letter of Credit
- xv. "DP" means Delivery Period
- xvi. "BG" means Bank Guarantee
- xvii. "ED" means Excise Duty
- xviii. "CD" means Custom Duty
- xix. "VAT" means Value Added Tax
- xx. "MVAT" Mizoram Value Added Tax
- xxi. "CENVAT" means Central Value Added Tax
- xxii. "CST" means Central Sales Tax
- xxiii. "BL" means Bill of Lading
- xxiv. "FOB" means Free on Board
- xxv. "CIF" means Cost, Insurance and Freight

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- xxvi. “CIP” means Carriage and Insurance Paid up to Consignee site. Additionally the Insurance (local transportation and storage) would be extended and borne by the Contractor from ware house to the consignee site for a period including 3 months beyond date of delivery.
- xxvii. “DDP” means Delivery Duty Paid named place of destination (Consignee site)
- xxviii. “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- xxix. ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- xxx. “RIPANS” means Regional Institute of Paramedical and Nursing Sciences, Aizawl, MOH&FW.
- xxxi. “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance).
- xxxii. “GST” Goods & Services Tax
- xxxiii. “AMC” Aizawl Municipal Corporation

2. Introduction

- 2.1. The Client has issued TE documents for purchase of goods and related services which also indicates, interalia, the required delivery schedule, terms and place of delivery.
- 2.2. This section (Section II - “General Instruction Bidders”) provides the relevant information as well as instructions to assist the prospective tenderers/bidders in preparation and online submission of tenders. It also includes the mode and procedure to be adopted by the client for online receipt and online opening as well as online scrutiny and online evaluation of tenders and subsequent placement of contract.
- 2.3. The tenderers shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. **Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.**
- 2.4. Before formulating the tender and online submitting the same to the client, the tenderer/ Bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. **Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.**

3. Availability of Funds

- 3.1. Expenditure to be incurred for the proposed purchase will be met from the funds available with the client/consignee.

4. Language of Tender

4.1. The tender submitted online by the tenderer/ bidder and all subsequent correspondence and documents relating to the tender exchanged between the tenderer/ bidder and the client, shall be written in English only.

5. Eligible Tenderers/ Bidders

5.1. This invitation for tenders is open to all Contractors who fulfil the eligibility criteria specified in this document.

6. Tendering Expense

6.1. The tenderer/ bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and online submission of its tender and for subsequent processing the same. The client will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS:

7. Content of Tender Enquiry Documents

7.1. The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details, etc to proceed further.

8. Amendments to TE documents

8.1. At any time prior to the deadline for online submission of tenders, the client may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

8.2. Such an amendment will be notified /displayed in the website: www.eprocure.gov.in and www.ripans.ac.in

8.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the client may or may not, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. Clarification of TE documents

9.1. A tenderer/bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the client in writing or **raise a query at the time of pre-bid meeting**. The

client will respond in writing to such request provided the same is received by the client not later than fifteen days (unless otherwise specified in the SIB) prior to the prescribed date of online submission of tender.

C. PREPARATION OF TENDERS:

10. Documents Comprising the Tender

10.1. The Two Tender/ bid System, i.e. “Technical Tender/ Bid” and “Price /Financial Tender/ Bid” prepared by the tenderer/ Bidder shall comprise the following:

a Technical Tender/ Bid

- i. Earnest money furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of earnest money.
- ii. Tender Form as per Section X (Tender Acceptance).
- iii. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv. Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form
- v. Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vi. Price Schedule as per BOQ (Financial Bid) Checklist as per Section XV.

b Price Tender: The information given at clause no. **11.1 a ii & viii** above should be reproduced with the prices indicated.

N.B. (nota bene)

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

10.2. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

10.3. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

10.4. Tender document sent by Speed Post /Registered Post /Courier /Fax /Mail or any other related mode, other than by online submission, through www.eprocure.gov.in shall be ignored.

11. Tender currencies

11.1. The tenderer/ bidder shall quote only in Indian Rupees.

11.2. Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

12. Tender Prices

12.1. The Tenderer/Bidder shall indicate on the Price Schedule (BOQ –Financial Bid) provided all the specified components of prices shown therein including the unit prices and total tender prices of the works against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “0” by the tenderer in the BOQ given in excel sheet format.

12.2. The estimated amount of the Tender is Rs.14,33,700/-.

13. Additional information and instruction on Duties and Taxes:

14. The price quoted by the Tenderer should be inclusive of all taxes

15. Indian Agent

15.1 If a foreign tenderer/ Bidder has engaged an agent in India in connection with its tender, the foreign tenderer/ Bidder shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty period.

16. Firm Price

16.1. Unless otherwise specified in the SIB, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

17. Alternative Tenders

17.1. Alternative Tenders are not permitted.

18. Documents Establishing Tenderer’s Eligibility and Qualifications

18.1. Pursuant to GIB clause 11, the tenderer shall furnish, as part of the tender, relevant details and documents establishing his eligibility to quote and the qualifications to perform the contract if his tender is accepted.

18.2. The documentary evidence needed to establish the tenderer’s qualifications shall fulfil the following requirements:

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- a) The bidder has a work done of similar works over the last five years amounting to at least 60% of the Tender amount.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VIII in these documents.
- c) The Tenderer/ Bidder should have a valid GST/MVAT Registration/ Valid Trade Licence from AMC and PAN Card. The bidder should upload the original scanned copy along with the Technical Bid.

19. Documents establishing good's Conformity to TE document.

19.1. In case there is any variation and/or deviation between the works services prescribed by the client and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with his tender.

19.2. If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, his tender will be liable to be ignored and rejected in addition to other remedies available to the client in this regard.

20. Earnest Money Deposit (EMD)

20.1. Pursuant to Section-I clause 6 and 11.1(b) the tenderer/bidder shall furnish along with his tender, Earnest money should be Rs. 71500/- The earnest money is required to protect the client against the risk of the tenderer's/bidders unwarranted conduct as amplified under sub-clause 19.7 below.

20.2. The EMD shall be forfeited if successful bidder fails to undertake the contract or fails to comply with any of the terms & conditions of the contract.

***The Bidder shall upload scanned copy of Tender fee online payment e-receipt and EMD fee and hard copy of the same (only Tender fee online payment e-receipt and EMD fee) shall be send to the address mentioned below:**

**The Director,
RIPANS,
Zemabawk, Aizawl,
Mizoram-796017.**

The envelope shall bear the Tender name, the tender number and the words **'DO NOT OPEN BEFORE'** (due date & time) and shall be dropped in the tender box placed at Director's Personal Branch, RIPANS, Aizawl in person or shall be sent by Registered/Speed Post. Bids sent by

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COURIER will not be entertained. RIPANS shall not be responsible if the bids are delivered elsewhere.

- 20.3. The Earnest money shall be denominated in Indian and should be furnished in one of the following forms:
- i. Account Payee Demand Draft
 - ii. Fixed Deposit Receipt
 - iii. Banker's cheque and
 - iv. Bank Guarantee
- 20.4. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any commercial in India or country of the tenderer, in favour of the "Director, RIPANS, Aizawl". In case of bank guarantee, the same is to be provided from any Nationalised bank in India or country of the tenderer as per the format specified under Section XII in these documents.
- 20.5. The Earnest money shall be valid for a period of Forty Five (45) days beyond the validity period of the tender. Tender validity period as per Clause 20 of GIB is six (6) months.
- 20.6. Unsuccessful tenderers/ bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 20.7. Earnest Money is required to protect the client against the risk of the Tenderer's/bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the client. The successful tenderer's/bidder's earnest money will be forfeited without prejudice to other rights of Client if it fails to furnish the required performance security within the specified period.

21. Tender Validity

- 21.1. The tendered rates and the validity of bids shall be for a minimum period of Six (6) months from the date of commencement of the works. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 21.2. In exceptional cases, the tenderers/bidder may be requested by the client to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they

are also to extend the validity period of the EMD accordingly. A tenderer/bidder, however, may not agree to extend the tender validity without forfeiting the EMD.

- 21.3. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the client, the tender validity shall automatically be extended up to the next working day.

22. Signing and Sealing of Tender

- 22.1. The tenderers/ Bidders shall submit their tenders online as per the instructions contained in GIB Clause 11.1
- 22.2. The tenderer has to scan all the documents and upload the same, as prescribed above.
- 22.3. TE document seeks quotation following two Tender/ Bid System, in two parts. First part will be known as 'Technical Tender/ Bid', and the second part 'Price/ Financial Tender/ Bid' as specified in clause 11 of GIB.

D. SUBMISSION OF TENDERS

23. Online Submission of Tenders

- 23.1. The tenderers/ bidders have to submit the tenders online (Technical bid and Finance bid) at www.eprocure.gov.in
- 23.2. The tenderers/ bidders must ensure that they deposit their tenders not later than the closing time and date specified for online submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the client, the tenders will be received up to the appointed time on the next working day.
- 23.3. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocure.gov.in
- 23.4. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- 23.5. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats.
- 23.6. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.**
- 23.7. The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- 23.8. The rates should be quoted as per the BOQ downloaded for that particular tender.

24. Late Tender

24.1. A tender, which is received after the specified date and time for receipt of online tenders will be treated as “late” tender and will be ignored.

25. Alteration and Withdrawal of Tender

25.1. As per provision in the Central Public Procurement Portal where the e-procurement system will be operating. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the Earnest money furnished by the tenderer.

E. TENDER OPENING

26. Opening of Tenders

26.1. The client will open the tenders online at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the client, the tenders will be opened at the appointed time and place on the next working day.

26.2. **Authorized representatives of the tenderers may attend the online tender opening provided they bring with them letters of authority from the corresponding tenderers.** The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives’ names & signatures and corresponding tenderers’ names and addresses. **However, it is not mandatory to attend the online tender opening.**

26.3. Two – Tender/ bid system as mentioned in Para 21.3 above will be as follows. The Technical Tenders/ Bids are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Tenders/ Bids opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders/ Bids of only the Technical Tenders/ Bids acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Tenders/ Bids. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

27. Basic Principle

27.1. Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

28. Preliminary Scrutiny of Tenders

28.1. The Client will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the Tenders are generally in order.

28.2. Prior to the detailed evaluation of Price Tenders, the Client will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, **a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. If a Tender is not substantially responsive, it will be rejected by the Client.**

28.3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored. **The Client reserves the right to outsource a technical consultant/person for scrutinizing the Technical Specifications, if found necessary.**

28.4. **The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;**

- i. Tender form as per Section X (signed and stamped) is not uploaded.
- ii. Tender is to be digitally signed during the process of submitting/uploading.
- iii. Tender validity is shorter than the required period.
- iv. Required EMD (Amount, validity etc.)
- v. Bidder do not meet the qualification criteria as mentioned in the Tender Document
- vi. Tenderer has not agreed to give the required performance security.
- vii. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, dispute resolution mechanism applicable law.
- viii. Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- ix. Tenderer is not eligible as per GIB Clauses 5.1 & 17.1.

- x. Tenderer has not quoted for the entire quantity as specified in the Bill of Quantities in the quoted schedule.

29. Discrepancies in Prices

- 29.1. The prices offered by the bidders in the given BOQ will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.
- 29.2. If, as per the judgement of the client, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email followed by registered / speed post. If the tenderer does not agree to the observation of the client, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1. In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the client will convey its observation suitably to the tenderer by email followed by register / speed post and, if the tenderer does not accept the client's observation, that tender will be liable to be ignored.

31. Qualification Criteria

- 31.1. Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

32. Tenderer's capability to perform the contract

- 32.1. The client, through the process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 32.2. The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the client as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the client.

33. Contacting the Client

- 33.1. From the time of submission of tender to the time of awarding the contract, if a tenderer/ bidder needs to contact the client for any reason relating to this tender enquiry and / or its tender, **He should do so only in writing.**
- 33.2. In case a tenderer/ bidder attempts to influence the client in the client's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer/ bidder

shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the client.

G. AWARD OF CONTRACT

34. Client's Right to accept any tender and to reject any or all tenders

34.1. The client reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers/ bidders.

35. Award Criteria

35.1. Subject to GIB clause 33 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the client. **However, the institute is not bound to accept the lowest rates if the lowest Goods/Service/Items are not up to the satisfactory level of the Institute or as per specifications and the terms of GIB Clause 31.**

36. Variation of Quantities at the Time of Award/ Currency of Contract

36.1. At the time of awarding the contract, the client reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of works mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer/ Bidder.

36.2. If the quantity has not been increased at the time of the awarding the contract, the client reserves the right to increase by up to twenty five (25) per cent, the works and services mentioned in the contract (rounded up to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

37. Notification of Award

37.1. Before expiry of the tender validity period, the client will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ (to be confirmed by registered / speed post) e-mail, that his tender for goods & services, which have been selected by the client, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer/ bidder must furnish to the client the required performance security within fifteen(15) days from the date of dispatch of this notification. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

37.2. The Notification of Award shall constitute the conclusion of the Contract.

37.3. Bidders/tenderer undertake to sign the contract agreement within 15 (fifteen) days from the issue of the letter of acceptance /order, failing which EMD/security deposit may be forfeited and name may be removed from the list contractors at RIPANS, Aizawl

38. Non-receipt of Performance Security and Contract by the Client

38.1. Failure of the successful tenderer/ bidder in providing performance security and / or not signing the contract within the specified time shall make the tenderer liable for forfeiture of his EMD and, also, for further actions by the client against it.

39. Return of EMD

39.1. The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIB Clause 19.6.

40. Publication of Tender Result

40.1. The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the CPPP/notice board/website of the client.

41. Corrupt or Fraudulent Practices

41.1. It is required by all concerned namely the Consignee/Tenderers/Contractors etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Client: - defines, for the purposes of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Tenderers/ bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition;
- c) Will reject a proposal for award if it determines that the Tenderer/ bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the client if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

A. Preamble

No Change

B. TE documents

No Change

C. Preparation of Tenders

No Change

D. Submission of Tenders

GIB Clause 22.1 Tenderers shall ensure that their tenders complete in all respects shall be scanned and submitted online at www.eprocure.gov.in within the stipulated date and time. It is advised to all bidders to submit their bids well before the closing date/time to avoid any difficulties in bidding process during the closing hour.

Tenderers/ Bidders are requested to submit the original copy of EMD (exactly matching with the uploaded scanned copy) along with E-payment receipt of Tender Fee as per NIT Clause 5 (**Hard copies to be submitted are only EMD and e-payment receipt of Tender fee only**)

E. Tender Opening

No Change

F. Scrutiny and Evaluation of Tenders

No Change

G. Award of Contract

No Change

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

2.1. Except the contract issued to the contractor, each and every other document shall remain the property of the client and, if advised by the client, all copies of all such documents shall be returned to the client on completion of the contractor's performance and obligations under this contract.

3. Performance Security

3.1. Within fifteen (15) days from date of the issue of notification of award by the client, the contractor, shall furnish performance security to the client at 5% of the contract value which valid up to sixty days after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

3.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

a) It shall be in any one of the forms namely Account Payee / Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XIV of this document in favour of the client.

b) The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 2 months beyond Warranty Period.

3.3. In the event of any failure /default of the contractor the amount of the performance security is liable to be forfeited.

3.4. In the event of any amendment issued to the contract, the contractor shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.5. This section is deleted

3.6. This section is deleted

3.7. During the Security period (i.e, three months after completion of the work)the bidder's technical representative, shall visit the site as and when required.

4. Technical Specifications and Standards

4.1. The Goods & Services to be provided by the contractor under this contract shall conform to the technical specifications mentioned in 'Technical Specification' Section VII of this document.

5. Inspection, Testing and Quality Control

5.1. The client and/or its nominated representative(s) may, without any extra cost to the client, inspect and/or test the works and the related services to confirm their conformity to the contract specifications. The client shall inform the contractor for join-inspection and, also the identity of the officials to be deputed for this purpose.

5.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted.

If during such inspections and tests the contracted works/services fails to conform to the required specifications and standards, the client's inspector may reject them and the contractor shall make alterations necessary to meet the specifications and standards, as required, free of cost to the client and resubmit the same to the client's inspector for conducting the inspections and tests again.

5.3. The client's/consignee's contractual right to inspect, test and, if necessary, reject the raw materials (such as bricks, Sand, rod, aggregate, cement, etc) even after arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by client's inspector during pre-despatch inspection mentioned above.

5.4. Raw materials (such as bricks, Sand, rod, aggregate, cement, etc) accepted by the client/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute client's/consignee's right to reject the same later, if found deviated from the standards as incorporated in the Tender Document.

6. Transportation of Goods

6.1. The Contractor shall, against his own will and his paid expenses; arrange the transportation of goods (raw materials required) by him in rendering his services/works. The Client/Institute shall not borne the transportation charges.

7. Assignment

7.1. The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Client's prior written permission.

8. Sub Contracts

8.1. Sub contract is not allowed for this tender partially or wholly.

9. Modification of contract

9.1. If necessary, the client may, by a written order given to the Bidder/ contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the client,
- b) Any other area(s) of the contract, as felt necessary by the client depending on the merits of the case.

9.2. In the event of any such modification/alteration causing increase or decrease in the cost of goods and services, or in the time required by the contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract period schedule, as the case may be, and the contract amended accordingly. If the contractor doesn't agree to the adjustment made by the client, the contractor shall convey its views to the client within twenty- one days from the date of the contractor's receipt of the client's amendment / modification of the contract.

10. Prices

10.1. Prices to be charged by the contractor for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

11. Taxes and Duties

11.1. Contractor/Bidder shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted works to the client. Further instruction, if any, shall be as provided in the SCC.

12. Terms and Mode of Payment

12.1. Payment Terms

Payment shall be made via PFMS (Public Financial Management Systems) (only) after completion of the work, subject to the satisfactory of the client.

12.2. **This Section is deleted**

13. Delay in the Bidder/ Contractors' performance

13.1. The contractor shall perform the works/services under the contract within the time schedule specified by the client as incorporated in the contract.

13.2. Subject to the provision under GCC clause 24, any unexcused delay by the contractor in maintaining its contractual obligations towards delivery of goods and performance of services shall render the contractor/bidder liable to any or all of the following sanctions:

- i. Forfeiture of its performance security and
- ii. Termination of the contract for default.

13.3. If at any time during the currency of the contract, the contractor/bidder encounters conditions hindering the performance of works/services, the contractor/bidder shall promptly inform the client in writing about the same and its likely duration and make a request to the client for extension of the contract period accordingly. On receiving the contractor/bidder's communication, the client shall examine the situation as soon as possible and, at its discretion, may agree to extend the contract schedule by issuing an amendment to the contract.

14. **The** contractor/bidder shall not execute any works after expiry of the contract period. The contractor/bidder is required to apply to the client for extension of contract period.

15. Termination for default

15.1. The client, without prejudice to any other contractual rights and remedies available to it (the client), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the client pursuant to GCC sub-clauses 20.3 and 20.4.

15.2. This section is deleted

15.3. Unless otherwise instructed by the client, the contractor/bidder shall continue to perform the contract to the extent not terminated.

16. Termination for insolvency

16.1. If the contractor/bidder becomes bankrupt or otherwise insolvent, the client reserves the right to terminate the contract at any time, by serving written notice to the contractor/bidder without any compensation, whatsoever, to the contractor/bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the client

17. Force Majeure

- 17.1. Notwithstanding the provisions contained in GCC clauses 20, 21 and 22, the contractor/bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the contractor/bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 17.2. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/bidder and not involving the contractor/bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 17.3. If a Force Majeure situation arises, the contractor/bidder shall promptly notify the client in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the client in writing, the contractor/bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.5. In case due to a Force Majeure event the client is unable to fulfil its contractual commitment and responsibility, the client will notify the contractor/bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

18. Termination for convenience

- 18.1. The client reserves the right to terminate the contract, in whole or in part for its (client's) convenience, by serving written notice on the contractor/bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the client. The notice shall also indicate interalia, the extent to which the contractor/bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

19. Governing language

- 19.1. The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

20. Notices

- 20.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 20.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

21. Resolution of disputes

- 21.1. If dispute or difference of any kind shall arise between the client and the contractor/bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 21.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the client or the contractor/bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Client and contractor/bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to Director, RIPANS, Aizawl and the decision of Director, RIPANS, shall be final and binding on the parties to the contract.
- 21.3. **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Aizawl.
- 21.4. The courts at Aizawl will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Aizawl court shall have jurisdiction in the matter.

22. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

23. General/ Miscellaneous Clauses

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, contractor/bidder on the one side and the Client on the other side, a relationship of master and servant or principal and agent. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. The contractor/bidder shall notify the Client/ Institute of any material change that would impact on performance of its obligations under this Contract. Each member/constituent of the contractor/bidder, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Client/ Institute for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

RIPANS

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

- *The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.*
- *These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.*
- *Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.*

GENERAL POINTS:

1. Joint Venture:

- a) Bid submission by a Joint Venture (JV) of not more than three firms/companies is allowed. Firms/companies are allowed to pool their resources for the purpose of entering into contract terms subjected that there is a legal Joint Venture agreement between such parties. The Institute shall bear no responsibilities on any disputes arising from such parties towards their agreement. However, in case of joint venture, at least one party should be a local firm subjected that the firm has a registered office, and should have a valid business registration or trading licence issued by a competent authority.
- b) In the case of Joint Venture, the tenderer/ bidder shall upload a scanned copy of agreement and bidding shall be made under the name of the local firm from among the parties and by default will be the lead partner. However, the former and the latter shall share the same responsibility and shall not relieve from any liabilities or obligations under the terms and conditions of the contract. If all the Joint Venture (JV) firms are comprising of local firms, lead partner shall be nominated and by default lead partner will be considered as Project in charge among the firms.

2. Financial Status:

To qualify for the Contract the firm should be financially sound and stable. Each Bidder/Tenderer or in the case of Joint Venture (JV), the lead partner should achieve a minimum financial turnover (as certified by Chartered Accountant provided that the same is uploaded) equivalent to 60% of amount put to bid.

The Bidder should also scan and upload a bank certificate issued by a scheduled bank as per Section-XXII

3. Consultant (Civil)/JE

- 3.1. Except where otherwise specifically stated, the Consultant (Civil)/JE will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Consultant (Civil)/JE is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.
- 3.2. Except as expressly stated in the Contract, the Consultant (Civil)/JE shall not have any authority to relieve the Contractor of any of his obligations under the Contract.

4. Delegation

- 4.1. The Consultant (Civil)/JE, with the approval of the Employer, may delegate any of his duties and responsibilities to other person, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

5. Communications

- 5.1. All certificates, notices or instructions to be given to the Contractor/Bidder by the Client or Consultant (Civil)/JE shall be sent on the address or contact details given by the Contractor. The address and contact details for communication with the Client/ or Consultant (Civil)/JE shall be as per the details given in the Tender Document. Communications between parties that are referred to in the conditions shall be in writing.

6. Personnel

- 6.1. The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.
- 6.2. The Contractor shall employ for the construction work and routine maintenance, the technical personnel named in the Contract Data or other technical persons approved by the Consultant (Civil)/JE. The Consultant (Civil)/JE will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 6.3. If the Consultant (Civil)/JE asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

6.4. The Consultant (Civil)/JE may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Consultant (Civil)/JE:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the Institute's Environment.

7. Client/Employer's and Bidder/Contractor's Risks

7.1. The Client/Employer carries the risks which this Contract states are Employer's risks, and the Contractor/Bidder carries the risks which this Contract states are Bidder/Contractor's risks.

7.2. Employer's Risks

7.2.1. The Employer is responsible for the excepted risks which are

- a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- b) a cause due solely to the design of the Works, other than the Contractor's design.

8. Contractor's Risks

8.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks as per SCC Clause 7.2.1 are the responsibility of the Contractor.

9. Site Investigation Reports

9.1. The Bidder/Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

10. Queries about the Contract Data

10.1. The Consultant (Civil)/JE will clarify queries on the Contract Data.

11. Contractor to Construct the Works and do maintenance

11.1. The Contractor shall construct, and install and maintain the Works and do the work of routine maintenance in accordance with the Specifications and Drawings.

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

- 12.1.** The Contractor/Bidder may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

13. Approval by the Consultant (Civil)/JE

- 13.1.** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Consultant (Civil)/JE, who is to approve them.
- 13.2.** The Contractor shall be responsible for design and safety of Temporary Works.
- 13.3.** The Consultant (Civil)/JE's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
- 13.4.** The Contractor shall obtain approval of third parties to the design and safety of the Temporary Works, where required.
- 13.5.** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

14. Safety

- 14.1.** The Contractor shall be responsible for the safety of all activities on the Site.
- 14.2.** The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Consultant (Civil)/JE or the Consultant (Civil)/JE's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

15. Discoveries

- 15.1.** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Consultant (Civil)/JE of such discoveries and carry out the Engineer's instructions for dealing with them.

16. Possession of the Site

- 16.1.** The Client/Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, the Client/Employer shall handover the possession of at least 75% of the site.

17. Access to the Site

- 17.1.** The Contractor shall allow 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 to the Consultant (Civil)/JE and any person/persons/agency authorized by:
- (a) The Consultant (Civil)/JE
 - (b) The Employer/Client

18. Instructions

- 18.1.** The Contractor shall carry out all instructions of the Consultant (Civil)/JE, which comply with the applicable laws where the Site is located.

19. Programme

- 19.1.** Within the time stated in the Contract Data, the Contractor shall submit to the Consultant (Civil)/JE for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.
- 19.2.** The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Consultant (Civil)/JE shall cause these details to be verified at each appropriate stage of the programme.
- 19.3.** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

20. Extension of the Intended Completion Date

- 20.1.** The Employer/Client on recommendation of the Consultant (Civil)/JE shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

20.2. The Employer/Client on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Consultant (Civil)/JE for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

21. Identifying Defects

21.1. The Engineer 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 Consultant (Civil)/JE may instruct the Contractor to search for a Defect and to uncover and test any work that the Consultant (Civil)/JE considers may have a Defect.

22. Tests

22.1. For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Consultant (Civil)/JE. The field laboratory will have minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for :

- (a) Carrying out the mandatory tests prescribed in the CPWD works Manual, and
- (b) For the correctness of the test results, whether performed in his laboratory or elsewhere.

21.2. If the Consultant (Civil)/JE instructs the Contractor to carry out a test not specified in the Specifications 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

SECTION- VI
SCHEDULE OF REQUIREMENTS

Sl. No.	Item Description	Item Code / Make	Quantity	Units
1	2	3	4	5
1	Dismantling of Flexible Pavement 2 Dismantling of Flexible Pavement and Disposal of dismantled materials upto a lead of 100m, stacking servicable and unservicable material separately as per Technical Specification Clause 202 (I) By Manual Means (A) Bituminous Course (SOR 2.14)		270.08	cum
2	3) WBM Grading 3 Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 kN static roller in stages to proper grade and camber, applying and brooming, crushable screening to fill-up the interstices of coarse aggregate, watering and compacting to the required density Grading 3 as per Technical Specification Clause 405. (A) By manual means. Pot Holes (SOR 4.8)		7.15	cum
3	Prime Coat. (i) Low porosity Providing and applying primer coat with Bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70- 1.0 kg/sqm using mechanical means as per Technical Specification Clause 502. (SOR 5.1)		2014.75	Sqm
4	Tack Coat (iii) Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surface treated with primer and cleaned with Hydraulic broom as per Technical Specification Clause 503. (SOR 5.2)		2014.75	Sqm

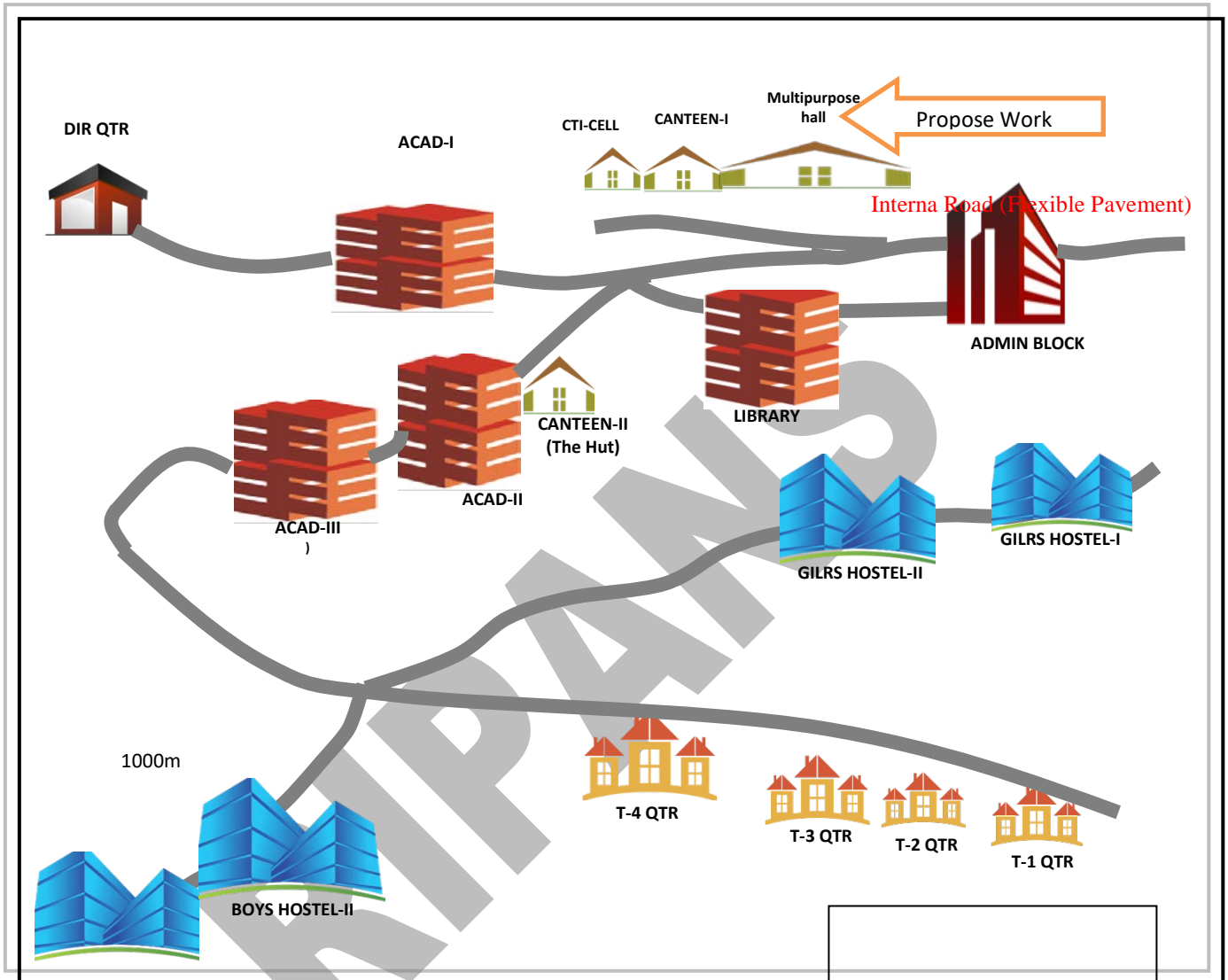
Tender Enquiry No:D.11029/2/2015-RIPANS/48

5	<p>20mm thick Open-Graded Premix Carpet using Bituminous (penetration grade/modified bitumen) Binder</p> <p>Providing, laying and rolling of open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a three wheel 80-100 kN static roller capacity, finished to required level and grades to be followed by seal coat Type B as per Technical Specification Clause 508.</p> <p>Case - I By Manual Means (iii) Polymer Modified Bitumen (SOR 5.90)</p>		2014.75	Sqm
6	<p>Seal Coat.</p> <p>Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type B as per Technical Specification Clause 510.</p> <p>(A) By Manual Means (Type B). (iii) Polymer Modified Bitumen. (SOR 5.21)</p>		2014.75	Sqm
7.10	<p>Haulage excluding Loading & Unloading</p> <p>Case-I : a) Aggregates for OPC</p>		75.35	Tons
7.20	Case-I : b) Aggregates for WBM-III		8.70	Tons
7.30	Case-I : c) Aggregates for Seal Coat		19.34	Tons
8.10	<p>Loading & Unloading of Lime, Aggregates etc</p> <p>a) Aggregates for OPC</p>		40.30	Cum
8.20	b) Aggregates for WBM-III		7.15	Cum
8.30	c) Aggregates for Seal Coat		12.09	Cum

SECTION-VII
TECHNICAL SPECIFICATIONS

1.0 .Technical Specifications:

1. **WBM (Water Bound Macadam):** This work shall consist of clean crushed aggregates mechanically interlocked by rolling and bonding together with screening, binding material where necessary and water laid on a properly prepared sub-grade/sub-base/base or existing pavement, as the case may be and finished in accordance with the requirements of MORTH or IRC SP 20 and in close conformity with the lines, grades, cross-sections and thickness as per MORTH or IRC SP 20 or approved plans or as directed by the Engineer.
2. **OPC (Open Graded Premix Carpet):** This work shall consist of preparation, laying and compaction of an open-graded premix surfacing material of 20mm thickness composed of small-sized aggregates premixed with bituminous binder on a previously prepared base, in accordance with the requirements of MORTH or IRC SP 20 specifications to serve as a wearing course. Binder for premix wearing shall be viscosity grade bitumen satisfying the requirements of IS:73 or cationic type bitumen emulsion of medium setting grade complying to IS:8887.
3. **Seal Coat:** This work shall consist of the application of a seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (camber). Seal coat shall be of either of the two types specified below:- (A) Liquid seal coat comprising of an application of a layer of bituminous binder followed by a cover of stone chips. (B) Premixed seal coat comprising of a thin application of fine aggregate premixed with bituminous binder. This work shall be carried out in accordance with MORTH or IRC SP 20 specifications. Binder for seal coat shall be viscosity grade bitumen satisfying the requirements of IS:73 or cationic type bitumen emulsion of medium setting grade complying to IS:8887.



DIAGRAM

SHOWING CAMPUS BUILDING AND PROPOSED SITE FOR REPAIR & RESURFACING OF INTERNAL ROAD
(Not to scale)

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SECTION – VIII
Qualification Criteria

1. The tenderer must be a registered contractor under MPWD. The contractor, during the last 5 years should have a work done at least 60% of the Tender amount.
- 2a The Tenderer/Bidder should not have any case pending/ black listed by previous employer.
- 2b In the case of Joint Venture please refer Section-V, SCC clause No 1.
- 2c To prove that the Bidder/Tenderer is financially sound and stable please refer Section-V, SCC clause No .2 and proceed accordingly.

Notwithstanding anything stated above, the Client reserves the right to assess the Contractor/Bidder/Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Client.

SECTION – IX
TENDER FORM

Date _____
To, _____

(Complete address of the client)

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to execute and render our services _____ (goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender. If our tender is accepted, we undertake perform the services as mentioned above, in accordance with the contract schedule specified in the Tender Document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of 5% We agree to keep our tender valid for acceptance as required in the GIB clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION – X

PRICE SCHEDULE

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1. The bidders should download the BOQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
2. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. On the Downloaded BOQ rate should be quoted inclusive of all taxes and duties.
5. **The bidder at his own risk, has the free will to quote above or below the estimated rate. Eg. (5% below or above)**

Signature of Tenderer _____

Name _____

Business Address _____

Seal of the Tenderer _____

Place: _____

Date: _____

SECTION – XI
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the works/service of _____ (hereinafter called the “tender”) against the client’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Client) in the sum of _____ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- i. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- ii. If the Tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract.
Or
 - b) Fails or refuses to accept/execute the contract. Or
 - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



SECTION – XII
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,
The Director,
RIPANS

WHEREAS _____ (Name and address of the contractor) (Hereinafter called “the contractor”) has undertaken, in pursuance of contract no _____ dated _____ to Works/Services (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the _____ day of _____, 20____

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch



SECTION – XIII

CHECKLIST

Name of Tenderer: _____

Name of Manufacturer: _____

Sl. No	Activity	Yes/No/NA	Page No in Document	Remarks
1	Have you submitted hard copies of Tender Fee Receipt and EMD of required amount for the quoted schedules?			
2	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XI?			
3	In case Bank Guarantee is furnished, Have you kept its validity of 1 year from Technical Tender opening date as per clause 19 of GIB ?			
4	Have you enclosed Contractor Registration and GST/PAN Card, valid document regarding the existence and registration of the firm ?			
5	Have you enclosed duly filled Tender Form as per format in Section IX			
6	Have you enclosed Power of Attorney in favour of the signatory?			
7	Have you submitted Bank Certificate as per Section XVI			
8	Have you submitted your bid in the price schedule as per Section X			
9	Have you keep validity of 1 year from the Techno Commercial Tender opening date, as per the TE document?			
10	In case of Indian Tenderer, have you furnish Income Tax Account number as allotted by the Income Tax Department, Govt. of India? If exemption is claimed, documentary proof of the same may be uploaded (Tax Exemption Certificate)			
11	Have you intimated the name and full address of your Banker (s) along with your Account Number			
12	Have you fully accepted payment terms as per TE document?			
13	Have you fully accepted the contract period as per TE document?			
14	Have you accepted terms and conditions of TE document?			

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15	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
16	Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI /FEMA case pending against the firm/contractor (Principal)?			

N.B.

- 1. All pages of the Tender should be page numbered and indexed.**
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – XIV
SCOPE OF WORK

Name of Work : Repair and Resurfacing of Internal road at RIPANS.
Location : Regional Institute of Paramedical & Nursing Sciences, Zemabawk, Aizawl.
Estimated Amount : Rs. 14,33,700.00

History & Necessity :The Regional Institute of Paramedical & Nursing sciences was established during 1994 – 1995 under North Eastern Council (NEC) as an autonomous body with due approval of the concern Ministries of Government of India to cater the much needed Paramedical, Nursing and Pharmacy personnel of the North Eastern States viz, Assam, Arunachal Pradesh, Manipur, Mizoram, Meghalaya, Nagaland, Tripura and Sikkim. The institute is situated at Zemabawk, the outskirts of Aizawl, Mizoram in a secluded hilly slope of about 39.60 bighas. The Institute was transferred to the Ministry of Health & Family Welfare, Govt. of India from NEC w.e.f 1st April,2007.

Scope of Works : Repair Works (Flexible Pavement).
Rate : As per Mizoram PWD Schedule of Rate 2016 For Rural Roads in Mizoram.
Specification : As per specification of Mizoram PWD.
Method : E-Tender.
Time of Completion : Six (6) months.
Cost : Rs. 14,33,700.00

SECTION – XV
CONTRACT AGREEMENT FORMAT

THIS AGREEMENT made the _____, between **Regional Institute of Paramedical and Nursing Sciences, Aizawl, Mizoram – 796017**, (hereinafter called the “client”) and _____ (hereinafter called the “contractor”) of the other part.

WHEREAS the Client is desirous that the works/services viz., _____ vide Tender Enquiry _____) has accepted a bid by the Contractor for the sum of “_____” (Hereinafter called “the Contract Price”)

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Bid Form and the Price Schedule submitted by the Bidder: - _____
 - b) The Schedule of Requirements: - _____
 - c) The Technical Specifications: - _____
 - d) The General Conditions of Contract: - _____
 - e) The Special Conditions of Contract: - _____
 - f) The Client's Notification of Award: - _____
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to provide the Works/ services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of works/ services and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Client)

In the presence of: Signed, Sealed and Delivered by the said..... (For the Contractor)

Note: The courts at Aizawl will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Aizawl court shall have jurisdiction in the matter.

SECTION – XVI
BANK CERTIFICATE

(To be issued on Bank letter head)

This is to certify that _____ is a reputed person with good financial standing. If the contract, namely, _____, **Tender No.RIPANS/CIVIL-1 of 2019- 2020** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to extent of Rs_____ to meet their working capital requirements for executing the above contract subjected to fulfilment of Banks' terms and conditions only.

It is clarified that this Certificate is issued without any risk and responsibility on the part of (Name of bank)_____ or any of its officials in any respect whatsoever, more particularly either as a guarantor or otherwise. This certificate must be taken private & confidential report given by the Bank without prejudice and on the express condition that (name of the bank)_____ & its officials are held free from any liability in connection with it.

Signature of Chief Manager :

Name of the Chief Manager :

Address of the Bank :

Date:

Stamp of the Bank