

1. INTRODUCTION :

1.1 The Secretary to the Government of Mizoram, Finance Department, had accorded and allocated funds for Construction of Recess cum Foyer at Mizoram New Capital Complex, Khatla, Aizawl, Mizoram amounting to Rs. 38.48 lakh. The amount tendered for civil works is Rs 30.51 lakhs only.

2. TERMS OF REFERENCE :

2.1 Background:

Mizoram is a late starter in various development activities. The State has immense works to do to catch up with the rest of the Country, in order to achieve that, the necessary infrastructures have to be established.

The Mizoram Service Commission was established in 1991. According to Art 320 of the Constitution of India, it is the duty of the Commission to conduct Examinations for appointment to various services and posts in the States and to advice Government on all matters relating to methods of recruitment of Civil Services, and to give advice to the Government in any matters which the Governor refers to the Commission. Principles to be followed in such appointments, promotion and transfers from one service to another. The Commission is also to be consulted by the Government before taking the final decision on disciplinary matters in respect of persons serving under the States Government in civil capacity.

As per the provision of the Mizoram Public Service Commission(Limitation of Functions) Regulations, 1994, the Commission is to be consulted by the Government on matters relating to appointment, promotion and disciplinary cases, etc.

Starting 2008 the Commission functions from its Office premises in New Capital Complex, Khatla, Aizawl. However, due to the ever increase in its workload the quantum of workforce and persons visiting the Commission had increased leading to congestion at the premises. Thus the need to erect new building to accommodate the candidates, employess of the Commission, visitors and the differently abled candidates.

To execute the work of Construction Of Recess cum Foyer at MPSC Campus, New Capital Complex, Khatla, Aizawl, Mizoram Public Service Commission invited State empanelled Consultancy/Construction Firms with appropriate expertise to execute the project.

2.2 Objective:

To execute the work Construction of Recess cum Foyer at MPSC Campus, New Capital Complex, Khatla, Aizawl as per prescribed DPR.

2.3 Benefits:

The proposed project, once completed will give a good working environment for the Staff of the commission and a good ambiance for the candidates and visitors. Special facilities will be made for the differently abled.

2.4 Scope of Work:

The scope of work to be performed by selected agency will include the following tasks:

- a) i) The proposed project for construction of Recess cum Foyer at MPSC Campus, Aizawl includes the shifting of the existing transformer at the building site to another location (shifting to be done by MPSC&P&E Deptt) and construction of the same with necessary amenities.
- ii) To make modification on DPR, if needed, under the supervision of Secretary Mizoram Public Service Commission.
- b) The Agency shall get the work executed in accordance with the technical sanction and drawings, designs, and specification in the approved DPR and ensure completion of the project within the project cost and project period of One(1) year.
- c) The agency shall render all required support to the Employer (Mizoram Public Service Commission) for follow up action, as may be required.

3. INFORMATION TO BIDDERS

The proposed project is Construction of Recess cum Foyer at MPSC Campus, Aizawl. Any interest firm should discreetly examine the required works mentioned in the approved DPR even to the minute job points. Any modification on the works other than prescribed in the DPR will not be entertained, unless it is approved by Secretary MPSC. It may be clearly taken into account that project amount shall not be revised under any circumstances.

Brief Description of Bidding Process: The consultant should submit the bid in sealed envelopes and submitted to the Commission within the specified date and time. The bid should be opened by Secretary, Mizoram Public Service Commission. The same shall be brought forward to the Hon'ble Chairman of the Commission for approval .

3.2 Schedule of the Bidding process:

- 1) Last date of submission of bids : 18.3.2019(Monday) upto 12:00 pm
- 2) Opening of Bids: Same date at 2:00pm
- 3) Letter of Award: Subject to the approval of competent Authority
- 4) Signing of Contract Agreement : Within 5 days of LOA
(subject to the approval of competent Authority)

4. GENERAL TERMS OF BIDDING.

- 4.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site condition, traffic, location surroundings, climate, availability of power, water and other utilities for work, access to site, handling and storage of materials, weather date, applicable laws & regulation and any other matter considered relevant by them.
- 4.2 Notwithstanding anything contained in this RPF, the Employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.
- 4.4 Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer.

Financial Bid:

- 4.5 The Bidder should quote his rates both in figure and in words and shall clearly indicate the name of Firm and address.
- 4.5 In this stage, each financial Proposal will be assigned as a Financial Score. The lowest financial proposal will be given a financial Score of 100.
- 4.6 The Bid should be sealed in an envelope and shall clearly bear the following identification-
“Financial Bid for Construction of Recess cum Foyer at MPSC Campus, Aizawl”

- 4.7 If the envelopes are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement of premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 4.8 Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.
- 4.9 Both the sealed Bid should be put in a sealed envelope and in the Envelope it should be written.

Name of Work - Bid for Construction of Recess cum Foyer at MPSC Campus, Aizawl.

Name of Bidder with detail Address.

And shall bear the following exact address.

Secretary, Mizoram Public Service Commission

Khatla, Aizawl, Mizoram

Ph. No 0389-2335824

5. OPENING & EVALUATION OF BIDS

- 5.1 The Employer shall open the Bids at 14:00 hrs on the Bid Due Date at the place specified above.
- 5.2 The Employer will subsequently examine and determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if -
 - a) It is received by the Bid due date including any extension thereof, if any.
 - b) It is sealed and marked as stipulated in clause 4.5, 4.6, 4.9
 - c) It contains all information (Complete in all respects) as requested in this RFP.
- 5.3 The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, substitution or withdrawal shall be entered by the employer in respect of such Bids.
- 5.4 The Financial Bid will be evaluated on the basis of rate submitted as mentioned in clause 4.5
- 5.5 After selection, a Letter of Award (the "LOA") shall be issued by the Employer to the Selected Bidder and the Selected Bidder shall, within

2(Two) days of the issue of the LOA, acknowledge receipt of the same indicating therein its acceptance or otherwise of the LOA and the assignment.

- 5.6 After Selection, Detailed Architectural & Structural Design/Drawing will be given to the successful bidder. The Commission reserves the right to review and modify the design/drawing at any stage, subject to mutual consultation and agreement with the selected bidder. In case such situation arises, the necessary modification, changes and redesigning of the whole or part of the structure/building and thereafter the architectural drawing, structural drawing and the detailed estimate shall be made by the successful bidder without charging any fee for doing such work under the supervision of the Secretary, Mizoram Public Service Commission
- 5.7 After acknowledgement of the LOA as aforesaid by the Selection Bidder, a Deed of Agreement shall be executed between the Employer and the Selected Bidder.
- 5.8 Bids shall be deemed to be under consideration immediately after they are opened and until the Employer makes official intimation of award to the Selected Bidder, while Bids are under consideration, Bidder and/or their representatives of other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer on matters related to the Bids under consideration.

6. GENERAL TERMS AND CONDITIONS FOR TENDER AND CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

- 6.1 Definitions:
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-
- 6.2 Approval - means approval in writing by the designated officer of the Employer.
- 6.3 Contractor - means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work.
- 6.4 Employer - means the Mizoram Public Service Commission represented by the Secretary.

6.5 Executing Agency - also referred to as 'Agency', means an agency appointed by the employer for execution of the works under the project as may be defined in the agreement.

6.6 Letter of Award (LOA) - As defined in Clause 5.5

6.7 Project/Work - means Construction of Recess cum Foyer at MPSC Campus at Mizoram New Capital Complex, Khatla, Aizawl.

7. ROLE AND RESPONSIBILITIES IF THE EXECUTING AGENCY:

7.1 Subsequent to the signing of the agreement and approval of the project, the Executing Agency shall forthwith take possession of the site from the Employer and shall nominate a qualified Engineer(s) for execution of the project under intimation to the Employer. In case the employer advised the executing agency for replacement of Site Engineer, the same will be duly considered by it and suitable replacement will be provided.

7.2 Executing Agency shall execute the works at approved cost as per approved technical designs and drawings.

7.3 The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during & after completion of the project.

7.4 The Employer or any person authorized by him can inspect and check the Construction work from time to time to see that the works are being implemented as per drawings & specifications. If any defects are found or deviation from the Plan without the written permission of the Employer noticed during the inspection, the same will be rectified by the Executing Agency.

7.5 During the various stages of execution, Executing Agency shall submit quarterly progress report with photographs of size 4"x6".

7.6 The Executing Agency shall be responsible for proper design, specification and workmanship.

7.7 Liability for all defects in the construction work by the executing agency shall rest with them for a period of 6 months from the date of its handing over the construction work complete in all respect to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects.

7.8 Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may

without prejudice to any other rights available to Employer in law can be got rectified by the employer for and behalf of Executing Agency, after due notice of 30 days to the Executing Agency.

- 7.9 The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction activity.
- 7.10 The Executing Agency shall be fully responsible to defend any suits or arbitrator cases arising in respect of the project in connection with the Work between the Executing Agency and its sub-agency/workers at its own cost.
- 7.11 The Executing Agency shall, wherever required, obtain in writing approval of the local bodies or statutory bodies for the planning, demolishing and dismantling, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency to the extent of writing letters to local bodies regarding getting such approvals.
- 7.12 The Executing Agency shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or the sub-agency.

Further, Employer shall not be responsible in any manner whatsoever, for Damages/Compensation under Workmen Compensation Act or any other law or in torts or in civil to the employees of Executing Agency and/or Contractor(s) and/or labourer employed.

8. RESPONSIBILITIES OF THE EMPLOYER:

The Employer shall make available the site for the work to the Executing Agency.

- 8.1 Employer will not be responsible to the contractors/Suppliers of the items required for the execution of contract.
- 8.2 Employer shall make payment due under this agreement to the Executing Agency. However, the Employer may levy compensation upon the Executing Agency due to non-fulfillment of any clause of the contract or for sub-standard work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

9. COMPLETION OF THE PROJECT:

- 9.1 The date of start of the work i.e. planning and thereafter execution and completion shall be reckoned from the 15th day after the signing of the agreement.

- 9.2 The work shall be completed in all respect within a period of 12 months (1 year) from the date of issue of work order.
- 9.3 Executing Agency shall be required to complete the construction work within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of Executing Agency, Executing Agency would approach the employer with full details for the extension in time limit for completion of the works. In case of delay due to sole default on part of Executing Agency, or its contractors/subcontractors, the Executing Agency shall be liable to pay to the Employer, subject to maximum of 3% (Three percent) of project amount. However, the employer may reduce the same at its sole discretion.

10. ASSIGNMENT OF THE AGREEMENT:

The Executing Agency shall not sign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement to any other party without the previous consent in writing of the Employer, except as provided under the agreement.

11. PAYMENT & SCHEDULE OF PAYMENT:

- 11.1 If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Employer may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the employer shall be final).
- 11.2 The Employer shall give 50% (Fifty Percent) as first installment received from the State Government. Another 30% shall be sanctioned after exhaustion of 1st Installment, subject to approval of work done. Remaining 20% shall be released at the time of completion of work.

12. MONITORING:

- 12.1 Effective monitoring shall be carried out by the Agency and the Employer to monitor the progress of the works in implementation of the project. To this end, the Agency shall furnish all the data and information, as may be prescribed by the employer from time to time, in the relevant format.

13. QUALITY MONITORING:

- 13.1 The Agency shall ensure the best practices are applied for quality management of works. The first tier of quality control will be executed at the Agency Level.

13.2 Before awarding works, the Agency shall intimate the employer of details of the Quality Control System operational at the agency level.
