

TENDER NOTICE

No.B.12018/6/2022-MTDA: Dated 23rd January 2023: Sealed Tender is invited from eligible and registered empanelled firms approved by Government of Mizoram who have experiences on similar nature of works for development/construction of various tourism projects in Mizoram:

Period of Sale of Bidding Document	25 th January 2023 at 12:00 Noon to 13 th February 2023 at 16:00 hours
Time and Date of Pre-Bid Conference	31 st January 2023 at 12:00 Noon at the Office of Member Secretary, Mizoram Tourism Development Authority, Room No 023/024, New Building, MINECO
Last Date and Time for Receipt of Bids	13 th February 2023 at 16:00 hours
Time and Date of Opening Bids – Technical Part	14 th February 2023 at 10:00 hours at the Office of Member Secretary, Mizoram Tourism Development Authority, Room No 023/024, New Building, MINECO
Time and Date of Opening Bids – Financial Part	To be intimated

Details can be obtained from the Office of the Member Secretary, Mizoram Tourism Development Authority (MTDA), Room No 023/024, New Building, Mizoram Secretariat, MINECO, Khatla, Aizawl.

Sd/-V LALENGMAWIA
Member Secretary
Mizoram Tourism Development Authority



**REQUEST FOR PROPOSAL
FOR
IMPLEMENTATION OF TOURISM
INFRASTRUCTURE DEVELOPMENT
PROJECTS IN MIZORAM
2022-2023**

NO.MTDA/RFP/2022-2023/01

**MIZORAM TOURISM DEVELOPMENT AUTHORITY
GOVERNMENT OF MIZORAM**

**TABLE OF CONTENT**

Sl.No	Descriptions	Page No
1	Introduction	1
2	Terms of Reference	1
3	List of Works in Table I	4
4	Information to Bidders	5
5	General Terms of Bidding	9
6	Opening & Evaluation of Bidding	12
7	General Terms & Conditions for Tender & Contract	14
8	Form A – Qualification Information	22
9	Form B – Form of Technical Bid	26
10	Form C – Form of Financial Bid	27
11	Form D – Power of Attorney	28
12	Form E – Affidavit	30
13	Form F – Undertaking	31
14	Form G – Bid Validity Form	32
15	Form H – Bid Security Declaration	33



REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF TOURISM INFRASTRUCTURE DEVELOPMENT PROJECTS IN MIZORAM 2022-2023

(No.MTDA/RFP/2022-2023/1 Dated 23rd January 2023)

1.0 INTRODUCTION:

1.1 The Mizoram Tourism Development Authority (MTDA), a society constituted by the Government of Mizoram under the Mizoram Societies Registration Act 2005, is mandated with the task of development and promotion of tourism in the State of Mizoram. As empowered by Article 3 (b) of the Memorandum of Association of the Mizoram Tourism Development Authority (MTDA), the Mizoram Tourism Development Authority (MTDA) is the Technical Authority to act as technical authority for all kinds of designs relating to tourism infrastructures and to assist the Tourism Department, Government of Mizoram in formulating, implementing and executing projects, policies, procedures and guidelines for the promotion and development of tourism sector and work in convergence with various government departments & agencies and ancillary activities & services so that sustainable development through tourism in the State could reach the general public.

1.2 Accordingly, Government of Mizoram, Tourism Department has appointed the Mizoram Tourism Development Authority as Executing Agency for projects sanctioned by various agencies vide **No.G.12019/34/2022-TOUR** dated 15th November 2022.

1.3 The Government of Mizoram is expected to provide 100% of the project cost estimated in the Detailed Project Report inclusive of cost of preparation of DPR and other charges. Items of work, Per Unit costs, locations, design and other specifications will be as stated in the Detailed Project Report (DPR)

2.0 TERMS OF REFERENCE:

2.1 Background:

Mizoram Tourism Development Authority, a society under Tourism Department, Government of Mizoram received funds for development of tourism projects in Mizoram from various agencies such as SASCE, Ministry of DoNER, North Eastern Council and NABARD.

As per approval of the Council of Ministers in its meeting held on 7th August 2020 and in order to provide economic, social, and environmental benefits to the State through development and management in coordinated manner with line departments, non-government organizations and other private service providers in the sector for responsible and sustainable tourism, Government of Mizoram notified the **“Mizoram Responsible Tourism Policy 2020”** on 14th August 2020 vide **No.F.12011/11/2015-TOUR.**



The Mizoram Tourism Development Authority (MTDA) was established as an agency within the Tourism Department for better and faster implementation of projects under Tourism Department in Mizoram and has been the prime mover in the progressive development, promotion and expansion of tourism in the State. The main objectives of the MTDA are to develop tourism infrastructure, construction, management, and marketing of tourism products including accommodation units and catering units etc. Establishment and management of tourist transport facilities. The Mizoram Tourism Development Authority (MTDA) handles production and distribution of tourism publicity materials, renders consultancy and managerial services in the State and provides innovating, dependable and value for money solutions to the needs of tourism development and industry including providing consultancy and project implementation at various locations in the State.

The primary objective of the Mizoram Tourism Development Authority (MTDA) is to provide economic, social, and environmental benefits to the State through development and management in coordinated manners with other line departments, non-government organizations and other private service providers in the sector for responsible and sustainable for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Mizoram. It will facilitate establishment of service centre through this 'Society' for an innovative way of providing promotion and development of tourism and allied sectors where general public can get sustainable development and livelihood through tourism in line with the Mizoram Responsible Tourism Policy 2020.

2.2 Objective:

The project aims at construction and establishment of state of the art tourism infrastructures for development of tourism and allied sectors in Mizoram. Components of the projects have been designed as per latest developments in technology with climate resilient elements, meeting international technical specifications. The buildings have been designed as per the requirement and specifications of the sanctioning authority.

2.4 Benefits:

Completion of the Project will provide economic livelihood of the community with basic tourism infrastructures of international standard which will pave the way for development of tourism, enhancement of livelihood for the people, generation of employment in tourism related industries and therefore raise the general standard of economy of the villages

2.5 Scope of Work:

The scope of work to be performed by selected Agency will include (but is not limited to) the following tasks:



a) The Agency shall get the work executed in accordance with the technical sanction and drawings, designs, and specification in the approved Working DPR and ensure completion of the project within the project cost and project period as specified in the Contract Document.

b) Complete construction of projects including supply and installation on items and equipment required by the project mentioned in the Detailed Drawing and Estimates as per specifications laid down by the Employer, by way of time scheduling, monitoring, supervision, quality assurance/control etc. Agency shall be responsible for end to end till the final handover of the facilities. Written and specific instructions relating to the works may be issued time to time until the final completion as and when required by the employer, which shall be bound to be complied with by the Agency.

c) The Agency shall render all required support to the Employer for follow up action, as may be required, for early approval.

d) The list of works mentioned below are included in the bid for Implementation of Tourism Projects in Mizoram 2022-2023: **(in Table I)**



LIST OF WORKS - TABLE I

Package No	Name of Work	Estimated Contract Value (CV)	Performance Security (5% of CV)
1	2	3	4
1	Development of Beraw Tourist Resort	Rs.606.00 lakhs	Rs.30.36 lakhs
2	Development of Mount Mawma Ecological Park, Chakhei under NEC	Rs.236.16 lakhs	Rs.11.81 lakhs
3	Development of Village based Ecotourism at Khamrang under NESIDS	Rs.800.00 lakhs	Rs.40.00 lakhs
4	Construction of PCC Approach Road at Reiek under NABARD	Rs.222.25 lakhs	Rs.11.12 lakhs
5	Construction of PCC Approach Road at Samtlang under NABARD	Rs.189.50 lakhs	Rs.9.48 lakhs
6	Construction of PCC Approach Road to Tlungvel under NABARD	Rs.189.50 lakhs	Rs.9.48 lakhs

Name of Work	Cost of Document	Earnest Money Deposit (2% of CV)	Bank Guarantee (10% of CV)	Period of Completion
	5	6	7	8
Development of Beraw Tourist Resort	Rs.2500	Rs.12.12 lakhs	Rs.60.60 lakhs	24 Months
Development of Mount Mawma Ecological Park, Chakhei under NEC	Rs.2500	Rs.4.73 lakhs	Rs.23.62 lakhs	12 Months
Development of Village based Ecotourism at Khamrang under NESIDS	Rs.2500	Rs.16.00 lakhs	Rs.80.00 lakhs	24 Months
Construction of PCC Approach Road at Reiek under NABARD	Rs.2500	Rs.4.45 lakhs	Rs.22.23 lakhs	12 Months
Construction of PCC Approach Road at Samtlang under NABARD	Rs.1500	Rs.3.79 lakhs	Rs.18.95 lakhs	12 Months
Construction of PCC Approach Road to Tlungvel under NABARD	Rs.1500	Rs.3.79 lakhs	Rs.18.95 lakhs	12 Months



3.0 INFORMATION TO BIDDERS:

3.1 Eligibility Conditions:

The Employer, as approved and authorized by the Government of Mizoram, has decided to execute the project through **Open Tender by Quality cum Cost Base Selection (QCBS)** process from Government empanelled consultancy firms notified by Government of Mizoram, Finance Department vide No.A.46011/1/2020-F.Est/26-27 dated 04/08/2020 & No.A.46011/1/2020-F.Est/30-39 dated 29/09/2020 for selection of a private entity as the bidder to whom the execution of Civil Construction Work may be awarded. The Executing Agency shall observe the highest standard of ethics during the selection and execution of the contract.

Consortium or Joint Venture between two or more empanelled Consultancy Firms is allowed.

3.2 The complete process of tendering will be as per The Mizoram Public Procurement Rules, 2020, the General Financial Rules 2017 as adopted by Government of Mizoram and as amended from time to time, instruction issued by the Ministry of Finance vide No.F.1/1/2021-PPD dated 29th October 2021, the Central Public Works Department Manual, 2019 as amended from time to time and any other relevant rules being in force in the State of Mizoram.

Bidding documents are available in the Member Secretary, Mizoram Tourism Development Authority (MTDA), Room No 023/24 New Building, MINECO, Khatla, Aizawl and online on <https://tender.mizoram.gov.in> and <https://tourism.mizoram.gov.in> from **25th January 2023 at 12.00 hours to 13th February 2023 at 12.00 hours** for a non- refundable fee as indicated in the table, in the form of cash or Demand Draft (DD) on any Scheduled/Nationalized bank payable at Aizawl in favour of the Member Secretary, Mizoram Tourism Development Authority.

3.3 Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

a) Approval: means approval in writing by the designated officer of the Employer.

b) Contractor: means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.

c) Employer: means The Mizoram Tourism Development Authority (MTDA), represented by the Member Secretary, Mizoram Tourism Development Authority (MTDA) and shall also include its administrators, executors and assignees.



e) Executing Agency: also referred to as 'Agency' means an agency appointed by Employer for execution of the works as may be defined in the agreement.

f) Executing Agency Charges: means the project executing charges payable to the Executing Agency as a percentage of the actual cost.

g) Project/work means execution and supervision of civil works to be undertaken as specified in the Detailed Project Report (DPR).

h) Works Advisory Board: means Works Advisory Board constituted by the Mizoram Tourism Development Authority (MTDA).

3.4 BRIEF DESCRIPTION OF BIDDING PROCESS:

a) As mandated by the Mizoram Procurement Rules, 2020, the method of Two Bid System will be adopted for selection of Bidder for awarding the contract(s).

b) Tenders should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like CIN, PAN, GST Number with latest GST Tax Filing Report, Bank Address with NEFT Account if applicable, and complete postal and e-mail address of their office.

c) The Technical Bid and the Financial Bid should be sealed by the Bidder in separate covers duly super scripted in **BOLD letters** and with **RED INK**:

Technical Bid for Implementation of Tourism Infrastructure Projects in Mizoram 2022-2023
Sl. No of Work:
Name of Work:

AND

Financial Bid for Implementation of Tourism Infrastructure Projects in Mizoram 2022-2023
Sl. No of Work:
Name of Work:

The two sealed covers should be put **together into a bigger cover** which should also be sealed and duly superscripted with:



**Bid for Implementation of Tourism Infrastructure Projects in Mizoram
2022-2023**

Sl. No of Work:.....

Name of Work:.....

Tendering authority will not be responsible for accidental opening of the covers that are not properly superscripted and sealed.

- d)** Technical Bid WILL NOT contain any reference to cost
- e)** Any erasure, cutting and overwriting will be duly authenticated by the person responsible for tender and with business stamp.
- f)** The Financial Bid will be inclusive of all type of Taxes, GST etc.,
- g)** The Financial Bid shall specify Validity of quotes for a period of 120 days from last date fixed for submission of bid.

3.5 Quotation Details:

Address and contact numbers for submission of quotation or seeking clarifications is given below:

(a)	Bids /Queries to be addressed /submitted to:	The Member Secretary, Mizoram Tourism Development Authority (MTDA) Room No 023/24 New Building MINECO, Khatla, Aizawl
(b)	Postal address for sending the Tenders:	The Member Secretary, Mizoram Tourism Development Authority (MTDA) Room No 023/24 New Building MINECO, Khatla, Aizawl
(c)	Name and Designation of the contact personnel:	V LALENGMAWIA Member Secretary, Mizoram Tourism Development Authority (MTDA)
(d)	Telephone numbers of the contact personnel:	0389-2334232/8415901478
(e)	Email id of contact personnel:	mtdamiz.tourism@gmail.com



3.6 Mode of delivery of Bids:

Tender box marked “ **Bids for Implementation of Tourism Development Projects in Mizoram 2022-2023**” for dropping of quotation shall be placed at **the office of the Member Secretary**, Mizoram Tourism Development Authority (MTDA), Room No 023/24 New Building, MINECO, Khatla, Aizawl from the date of issue of this Request for Proposal, for receiving the bids. The Tender Box will be available for submission of bids during office hours on all working days. On the last day fixed for submission, it would be available upto **12:00 hour only on 13th February 2023**. The bids can also be submitted by courier/registered post in sealed envelopes. Late tenders will be summarily rejected. No responsibility will be taken for postal delay or non-delivery/non-receipt of Tender documents. Tender sent by FAX or e-mail will not be considered.

3.7 Schedule of the Bidding process:

- a) Last date for submission of Bids is fixed at **13th February 2023 at 12:00 hour**
- b) Date of opening of Technical Bids is fixed at 10:00 AM on 14th February 2023 at the office of the Member Secretary, Mizoram Tourism Development Authority (MTDA), Aizawl, Mizoram, who, in the presence of the Bidders or representatives who choose to attend, will subsequently examine and determine whether each Bid is responsive to the requirements of this **RFP**. A bid shall be considered responsive only if:
 - i) It is received by the Bid due date including any extension thereof, if any.
 - ii) It is signed, sealed and marked as stipulated.
 - iii) It contains all information (Complete in all respects) as requested in this **RFP**.
 - (iv) It does not contain any conditions or qualifications.

Representatives are required to bring photo identity card and Authority Letter with photograph duly attested by the owners/company without which they will not be permitted to participate in the bid. This event will not be postponed due to non-presence of any Bidders or their representatives.

- c) Post scrutiny of the Technical Bids, the Financial Bids of only those Bidders who qualify in the Technical Bid will be opened. Opening of Financial Bids will be done after determination of technically acceptable bids.

All Bidders or their representatives are requested to be present on the day of opening of Technical Bids. Representatives are required to bring photo identity card and Authority Letter with photograph duly attested by the owners/company without whom they will not be permitted to participate in the bid. This event will not be postponed due to non-presence of any Bidders or their representatives.

If due to any exigency, the due date for opening of the Technical Bids or Financial Bids is/are declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Member Secretary, Mizoram Tourism Development Authority



d) After selection and approval, a Letter of Acceptance (LOA) shall be issued by the Employer to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (Seven) days of the issue of the LOA, acknowledge receipt of the same, indicating therein its acceptance or otherwise of the LOA and the assignment.

e) Signing of Contract Agreement will be within 14 days of LOA.

3.8 Bid Validity:

The Bid shall remain valid for acceptance for a period of 90 days after the date of Bid opening prescribed in the RFP Document. Any Bid valid for a shorter period shall be treated as non-responsive and rejected.

4.0 GENERAL TERMS OF BIDDING:

4.1 Earnest Money Deposit/Bid Security:

Bidders are required to submit Earnest Money Deposit (EMD) for an amount as specified in Table I along with their **Technical Bid**. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or Bankers Cheque from any public sector banks, drawn in favour of "**The Member Secretary, Mizoram Tourism Development Authority, Aizawl, Mizoram**", payable at Aizawl. EMD is to remain valid for a period of 180 days from the date of submission of the tender. **No other mode of payment will be accepted.** EMD of the unsuccessful Bidders will be returned to them at the earliest before the 30 days after the award of the contract. The EMD of the successful Bidder(s) would be returned, without any interest whatsoever, after the receipt Performance Security (five percent of value of the contract) from them as called for in the contract. The EMD will be forfeited if the Bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Bids without the EMD **will be summarily rejected. Claim for exemption from submission of EMD will not be entertained for whatsoever reason it may be, unless accompanied with due notification details.**

Note: MSME Certificate/UDHYAM in lieu of Bid Security/EMD is accepted as per the Notification of Ministry of Finance, Department of Expenditure vide No. F.20/2/2014-PPD (Pt.) dated 25th July 2017.

Rates of Earnest Money Deposit – See Table I in Page No 4.

4.2 Performance Guarantee:

To ensure due performance of the contract, Performance Security shall be obtained from the successful bidder(s) who are awarded the contract(s). Performance Security shall be for an amount of 5% (five percent) of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the Employer's interest in all



respects. Performance Guarantee should be submitted within 21 (Twenty One) days from the date of receipt of Letter of Acceptance.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.3 Security Deposit:

The contractor shall permit the employer to deduct a sum at rate of 5% (five percent) of the gross amount from each running bill till the sum along with the sum already deposited as Earnest Money, amount to 5% of the tendered value of the works. The security deposit can also be deposited in cash or in the form of government securities or fixed deposit receipt. The security deposit shall be refunded after the expiry of the defect liability period.

In Preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

4.4 The following details are to be furnished that will form a part of the Bid documents:

- a)** Name and year of establishment of the Agency.
- b)** Value and size of the civil construction projects handled by the Agency since its inception (with Completion certificates) as form mentioned in clause 1.3 & 1.4 of Annexure Form A
- c)** Number of professional and technical staff with qualifications and experiences.
- d)** Audited Financial Report (audited by a registered Chartered Accountant) of the firm for the last three years, indicating Turnover and Net Profit figures in clause 1.2 of Annexure Form A.
- e)** List of Machineries & Equipment as format mentioned clause 1.5 of Annexure Form A.
- f)** All the forms mentioned in the Annexure are mandatory and should be furnish with the BID.

4.5 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The Employer will evaluate only those Bids that are complete in all respects.



4.6 The Bid and other documents shall be typed and signed by the authorized signatory of the Bidder whose power of attorney for signing the documents as mentioned in **FORM D** of Annexure should be enclosed in the Bid documents.

4.7 If the envelope is 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 The Bidders shall be responsible for all the costs associated with the preparation of the Bids and their participation in the bidding process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

4.10 Bidders are encouraged to submit their respective Bids after visiting the Project/work sites and ascertain for themselves the site condition, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws & regulation and any other matter considered relevant by them.

4.11 Notwithstanding anything contained in this RFP, 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 of annulment, and without assigning any reasons thereof.

4.12 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 by any statutory entity that has the power under law to require its disclosure or it's to enforce or assert any right or privilege of the statutory entity and/or the Employer or as many be required by law or in connection with any legal process.

4.13 Pre Bid Meeting / Clarification Regarding Contents of the RFP:

A Bidder who requires clarification regarding the contents of the Bid documents shall notify the Employer about the clarifications sought well in advance (at least 3 working days) to the date of Pre Tender Meeting.

4.14 Modification or Withdrawal of Tender:

Withdrawal of Bid will not be entertained once the same is deposited / dropped in the Tender Box or received. Bidders may submit a modified tender before the last date of receipt of tender, wherein, the lowest financial tender shall be considered for evaluation.



4.15 Clarification Regarding Contents of the Tender:

During evaluation and comparison of Bids, the Employer may, at its discretion, ask the Bidders for clarification of his Bid. The request for clarification will be given either in writing or verbally and no change in prices or substance of the Bids will be sought, offered or permitted. No post-tender clarification on the initiative of the Tenderer will be entertained.

4.16 No increase in price because of any statutory increase in or fresh imposition of custom duty, excise duty, or any other tax or duty levied in respect of stores will be accepted once the bid is submitted.

4.17 High standard of workmanship, quality of material and timely supply are the primerequisites of the contract.

4.18 **The Member Secretary, Mizoram Tourism Development Authority (MTDA)** has the authority to change the quantity of items demanded as per requirement at a later date.

5.0 OPENING AND EVALUATION OF BIDS:

5.1 The Employer shall open the Bids on **14th February 2023 at 10:00 AM** in the **office of the Member Secretary, Mizoram Tourism Development Authority (MTDA), Mizoram, Aizawl**, in the presence of the Bidders who choose to attend.

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 contains Bid Security in the prescribed format.
- b) It is received by the Bid due date including any extension thereof, if any.
- c) It is signed, sealed and marked.
- d) It contains all information (Complete in all respects) as requested in this **RFP**.
- e) It contains all the prescribed forms and requirements.
- f) It does not contain any condition or qualification.

5.3 The Employer reserves the right to reject any Bid which is non-responsive and no request for alternation, modification, substitution or withdrawal shall be entertain by the employer in respect of such Bids.

The Employer also reserves the right to accept in part or in full any bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding Process and reject all the Bids at any time, without incurring any liability, whatsoever to the affected Bidder or Bidders.

5.4 Bids adjudged as responsive shall be evaluated by the Bid Evaluation Committee constituted by Mizoram Tourism Development Authority (MTDA). Quality



and Cost Based Selection (QCBS) as per procedure laid down under the Mizoram Public Procurement Rules, 2020 will be followed for selection of consultant/firms, where quality of the work is the prime concern.

a) Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal will be considered further.

b) After opening and scoring, the financial proposals of responsive technically qualified bidders, a final combined score will be arrived at by assigning weightages for the score of quality of the technical proposal and the score of financial proposal.

c) The minimum qualifying score for the quality of technical proposal will be 50 percent of the total marks allotted for technical bid. The relative weightages to be given to the quality and cost (technical:financial) will be 70:30. The proposal with the highest weighted combined score (quality and cost) shall be selected.

d) The Bid will be evaluated on the basis of the following evaluation criteria (See Rule 75 of the Mizoram Public Procurement Rules, 2019) **through powerpoint presentation by qualified technical bidder:**

Sl.No	Details	Maximum Marks
1	Experience of the firm	20
2	Methodology, work plan and understanding of TOR	25
3	Suitability of key personnel for the assignment	45
4	Capability of Transfer of Knowledge	10
	TOTAL	100

Only those bidders who secured minimum qualifying score of 70 percent will be eligible for financial bid. Financial bid shall be done through Quality cum Cost Based Selection with 30 marks for financial bid.

5.5 After selection, a Letter of Acceptance (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 Letter of Acceptance (LOA), acknowledge receipt of the same indicating therein its acceptance or otherwise of the Letter of Acceptance (LOA) and the assignment.

5.6 After acknowledgement of the Letter of Acceptance (LOA) as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected Bidder within 21 (Twenty One) days.

5.7 The method for calculation of marks and relative weightages will be as prescribed under Rule 76, (Appendages 1.9) of the Mizoram Public Procurement Rules, 2020.



5.8 Bids shall be deemed to be under consideration immediately after they are opened and until such time 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.

6.0 GENERAL TERMS AND CONDITIONS FOR TENDER AND CONTRACT:

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

6.1 GENERAL:

6.1.1 Subject to the provision of para 6.2.4 below, the Successful Bidder shall be paid the actual cost for construction of items specified in the latest Working Detailed Project Report.

6.1.2 Executing Agency charges shall be based on prevailing rates in the PWD SOR as approved by the State Government which is in-built in the Detailed Project Report (DPR).

6.1.3 All incidental charges including the GST and any other tax or cess as applicable on the execution of the project shall be incorporated as part of para 6.2.2 above.

6.1.4 The following expenses will be borne from the Project Cost:

- i)** Cost paid by the Employer to local government any other statutory body or bodies for getting approvals for the project.
- ii)** Cost of laboratory charges for testing of materials, etc. for the purpose of ensuring Quality Control

6.2 ROLE AND RESPONSIBILITIES OF THE EXECUTING AGENCY:

6.2.1 Subsequent to the signing of the agreement and the approval of the project, the Executing Agency shall forthwith take possession of the site from the Employer and shall nominate 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 shall be provided.

6.2.2 Executing Agency executes the works at approved cost as per approved technical designs and drawings.



6.2.3 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 the structural safety during & after completion of the project.

6.2.4 The Employer or Agency as mentioned in para 6.8.1 can inspect and check the construction work from time to time to see that the buildings are being constructed as per drawings & specifications. If any defects are found or deviation(s) from the Plan in the DPR without the written permission of the Employer is noticed during the inspections, the same will be rectified by the Executing Agency.

6.2.5 During the various stages of execution, Executing Agency shall submit monthly progress reports with site photographs with minimum 6 site photographs embedded in the A4 size papers.

6.2.6 The Executing Agency shall be responsible for proper execution of structure, specifications and workmanship.

6.2.7 Liability for all defects in the construction work by the executing agency shall lie with them for a **period of 12 (Twelve) months** from the date of its handing over-site complete in all respect to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects.

6.2.8 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 on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice of 30 days to the Executing Agency.

6.2.9 The Employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Executing Agency under this agreement or from any other amount due. The Employer shall be entitled to claim the balance due with interest and recover the same from the Executing Agency, if the amount claimed is not paid in demand.

6.2.10 The Executing Agency shall unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.

6.2.11 Executing Agency shall be fully responsible for acts or omissions committed by it.

6.2.12 The Executing Agency shall be fully responsible to defend any suits or arbitration 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.



6.2.13 The Executing Agency shall, whenever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency regarding getting such approvals.

6.2.14 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 or Damages/ compensation under workmen Compensation Act or any other law in torts or in civil law to the employees of Executing Agency and /or Contractor(s) and/or labourer employed.

6.2.15 The Executing Agency shall send completion report with as-built drawings and maintenance schedules for all the services to the office of the Employer in writing within 15 days of completion of work.

6.2.16 Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the executing agency, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body(ies).

6.2.17 All plans, drawing, specifications, design, report and other documents prepared by the Agency in performing the Services shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Employer, together with a detail inventory thereof. The Agency may retain a copy of such documents.

6.2.18 The Agency, their Sub- Agency/ Third party and personnel of either of them shall not, either during the term or within two (2) years and 6 (six) months after the expiration of the Contract period, disclose any proprietor or confidential information relation to the project, the Services, the Contract or Employer's business or operation without the prior written consent of the Employer.

6.4 RESPONSIBILITIES OF THE EMPLOYER:

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

6.4.2 Employer will not be responsible to the contractors/ supplier of the items required for execution of contract.

6.4.3 Employer shall make payment due under this agreement to the Executing Agency. However, Employer may levy compensation upon the Executing Agency due to non- fulfillment of any clause of the contract or bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and



regulations.

6.5 COMPLETION OF THE PROJECT:

6.5.1 The date of start of work i.e. execution and completion shall be reckoned from the 15th day after signing of the Agreement.

6.5.2 Each work shall be completed in all respect within a period given in the Agreement.

6.5.3 PENALTY:

Executing Agency shall be required to complete the construction work within the stipulated period. In case of delay which may occur due to reasons beyond the control of the Executing Agency, Executing Agency will approach the Employer with full details for extension of time limit for completion of 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 compensation (Not amounting to penalty) at the rate of not exceeding $\frac{1}{4}$ % (One quarter percent) of the total anticipated Executing Agency charges per week of delay subject to maximum of 10% (Ten percent) of the total Agency charges. However, the employer may reduce the same at its sole discretion. The Employer will be the sole authority to decide on the nature and cause of delay and its decision will be final.

6.6 ASSIGNMENT OF THE AGREEMENT:

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

6.7 PAYMENT AND SCHEDULE OF PAYMENT:

6.7.1 Mobilization Advance: Mobilization Advance shall be limited to 10% of Tendered Amount at 10% simple interest per annum.

The mobilization advance shall be released only after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. The advance will be released in two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

The recovery should be commenced after 10% of work is completed and the



entire amount together with interest shall be recovered by the time 80% of the work is completed.

6.7.2 Secured Advance:

a) Secured Advances on the security of materials brought to the construction site may be made to the contractors for items which are to be used on work.

b) The Employer can sanction the secured advance up to an amount not exceeding 75 percent of the value of the materials as assessed by the Engineer-in-charge, or an amount not exceeding 75 percent of the material element cost in the tendered rate of the finished item of work, whichever is lower.

c) A formal agreement should be drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or due to shortage or misuse of the materials, and against the expense entailed for their proper watch and safe custody.

d) Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer that:

i) The quantities of materials for which the advances are made have actually been brought to site;

ii) Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished works have been agreed upon;

iii) The quality of materials is as per the specifications.

e) Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.

i) Secured advance shall be granted only for non-perishable items. The Officer-in-charge shall identify whether an item is perishable or not;

ii) Where stage payments are stipulated in certain contracts, like for Electrical and Mechanical (E&M) and other specialized works, such payments shall not be treated as secured advance.

The Executing Agency shall give the reimbursement bill Monthly/Quarterly along with their expenditure claim (that may include agency charges). Copy of the expenditure statement duly certified by a representative of Executing Agency on the project for reimbursement/adjustment of expenditure incurred from the funds advanced to the Executing Agency.



6.7.3 The remaining fund will be released to the Executing Agency on actual execution basis on on-site measurements.

6.7.4 On completion of work, the accounts of the work shall be closed and a final bill/ expenditure statement audited by a Chartered Accountant shall be submitted for settlement.

6.8 MONITORING:

6.8.1 Effective monitoring shall be carried out by the Agency, and by the Employer to monitor the progress and quality of the works in implementation of the Project. To this end, Agency shall furnish all the data and information, as may be prescribed by the Employer from time to time, in a prescribed/relevant format.

6.8.2 The Agency shall monitor the progress of the works by maintaining full information of contractors, contractor-wise status report of cost of work done and payments made, list of completed works and value of work done in the prescribed format.

6.8.3 The Agency shall ensure that best practices are applied for quality management of works. The Executing Agency shall intimate the Employer of details of the Quality Control System operational at the Agency level.

6.8.4 The first tier of quality control will be executed at the Agency level.

6.8.5 The Employer, besides the Technical Wing of the Department, may also appoint Independent Quality Monitors as required.

6.8.5 The Agency shall submit quarterly progress reports along with photographs of works undertaken.

6.8.6. Patents and Other Industrial Property Rights:

The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

6.9 ARBITRATION:

Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, shall first be endeavored to be amicably resolved at the Top Management level of the parties. However, in the event of such dispute, difference or question, etc., remaining unsolved, the same shall



be referred to the arbitration by a sole arbitrator appointed mutually by both the parties as per provisions of the Arbitration & Conciliation Act, 1996 as applicable.

The place of such arbitration shall be at Aizawl, Mizoram.

6.10 FORCE MAJEURE:

The works(s) (whether fully completed or not) and all materials, machines, tools & plants, scaffolding, temporary buildings & other things connected therewith shall be at the risk of the Agency until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work of any materials properly brought to the Site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, Agency shall, when ordered in writing by the Employer, remove any debris from the Site, collect and properly remove or/and stack in store all serviceable materials salvaged from the damaged work & shall be paid at the Contract rates in accordance with the provisions of this Contract for the work of cleaning the site of debris, stacking removal of serviceable materials and for the reconstruction of all works ordered by the Employer, such payment being in addition to compensation up to the value of work originally executed before being damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Agency and by the Employer. The Agency shall be paid for the damaged/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Employer regarding the quality and quantity of the materials and the purpose for which they were collected shall be final & binding on all parties to the contract.

Provided always that no compensation shall be payable for any loss in hostilities or war-like operations.

i) Unless the Agency had taken all such precautions against Air raids as are deemed necessary by the Employer.

ii) For any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Agency having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

In the event of any loss or damage to the work or any part thereof from any of the Excepted Risks, the following shall have effect.

i) The Agency shall, as may be directed in writing by the Employer, remove from the Site any debris of so much of the Work as shall have been damaged.

ii) The Agency shall, as may be directed in writing by the Employer,



proceed with the erection & Completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment of such additional works, if any, shall be made as per terms of the Contract.

Provided always that the Agency shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage.

**ANNEXURES****FORM-A****QUALIFICATION INFORMATION**

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. The information to be filled in by the Bidder in the following pages will be used for purposes of Qualification. This information will not be incorporated in the contract.

1. Qualification Information of the Bidder:

- a) Constitution or Legal status of Bidder :
- [Attach copy]
- Place of Registration :
- Principal place of business :
- Power of attorney of signatory of Bid :
- [Attach copy]

1.2 Total value of Works performed in the last three year (immediately pre-ceding the financial year in which bids are received):

Year	Description of work	Nodal Officer	Value (Rs in lakhs)
2019 to 2020			
2020 to 2021			
2021 to 2022			

1.3 Experience in works of similar nature of work performed as prime contractor: work performed in the past as a nominated sub-contractor will also be considered provided the Sub-Contract involved execution of all main items of work described in the Bid Document, provided further that all other qualification criteria are satisfied (in the same name) on works of similar nature over the last five years (immediately preceding the financial year in which Bids are received).

Project Name	Name of Employer	Description of Works	Contract No	Value of Contract	Date of issue of Work Order	Stipulated period of completion	Actual date of completion ***	Remarks – reason for delay etc

1.4 ***Attach completion certificates from the Engineer-in-Charge



Information on Bid Capacity (works for which Bids have been submitted and works which are yet to be completed) as on date of Bid

A. Existing commitments and on-going works:

Description of Works	Place/State	Contract No	Name & Address of Employer	Value of contract in lakh Rs	Stipulated period of completion	Value of remaining works to be completed	Anticipated date of completion

B. Works for which bids already submitted.

Description of work	Place & State	Name & address of employer	Estimated Value of work (Rs in lakh)	Stipulated period of completion	Date when decision is expected	Remarks

1.5 Availability of key Contractors' Equipment is essential for carrying out the works. The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability proposal			Remarks (From whom to be leased/purchased)
	No	Capacity	Owned/ leased to be procured	Nos./ Capacity	Age/ Condition	

Qualifications and experience of key personnel for administration and execution of the contract:

Position	Name	Qualification	Year of experience (General)	Year of experience in proposed position



Proposed Sub-Contracts and Firms involved.

Sanctions of the work	Value of Sub-Contract	Sub-Contractor (Name & Address)	Experience in similar works

Note: Attach copies of Certificates on possession of valid license for executing Electricalworks.

A. Financial reports for the last five years: Balance sheets, profit and loss statement auditors Reports, etc. List them below and attach copies.

Financial Information	Historical information for the last 5 years from to						
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Avg	Avg. ratio
Information from Balance sheet							
Total assets							
Total liabilities							
Net worth							
Current asset							
Current liabilities							
Information from income statement							
Total revenue							
Profit before taxes							

Evidence of access to financial resources to meet the qualification requirements: cash in hand lines of credit, etc. List them below and attach copies of support documents

Sl. No	Source of Funding	Amount	Remarks
1			
2			
3			
Total			

Name, address and telephone, telex and fax numbers of the Bidders' bankers who may references if contacted by the Employer.

Sl. No	Name of Bank	Address	Contact Phones/Telex/fax	Remarks

Information on litigation history in which the Bidder is involved



Other Parties	Employer	Cause of dispute	Amount involved	Remarks (present status)

Statement of compliance to be undertaken:

(Name of Consultant engaged for Project preparation is.....)

I, the undersigned, do hereby certify and declare that our Firm..... (name of firm) or any of our employees is neither associated, nor has been associated directly or indirectly with the Consultant or any other entity that has prepared the design, specifications and other documents for the Projects being proposed for the Contract.

(Signature of authorized Signatory of the Firm:.....)

Name of the signatory:.....

Title of the signatory:

Date:

Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of Bidding Documents.

- i) Site Organization
- ii) Method Statement
- iii) Mobilization Schedule
- iv) Construction Schedule
- v) Contractor's Equipment
- vi) Personnel
- vii) Others

2. Additional Requirements

Bidders should provide any additional information required to fulfill the requirement of ITB, if applicable

- i) Affidavit as per **FORM E**



**FORM B
FORM OF TECHNICAL BID**

Name of Work:.....

Bid No:

To

Member Secretary
Mizoram Tourism Development Authority (MTDA)
Mizoram, Aizawl

Sir,

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document, including Addenda.

1) We offer to execute the Works described above and remedy any defects therein in conformity with the Conditions of Contract including Special Conditions, Specifications, Drawings, Bill of Quantities.

2) We undertake, if our Bid is accepted, to commence the work as stipulated in this Contract, and to complete the whole work comprised in the Contract within the time stated in the Contract Document.

3) We agree to abide by this Bid for the period of days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

4) We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.

5) We understand that you are not bound to accept the lowest or any tender you may receive.

6) I/We do hereby submit our Technical Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory:

Name:

Title:

Date:.....



FORM C

FORM OF FINANCIAL BID

Name of Work:.....

Bid No:.....

To

Member Secretary
Mizoram Tourism Development Authority (MTDA)
Mizoram, Aizawl

Sir,

We, the undersigned, declare that:

1) We have examined and have no reservations to the Bidding Document including Addenda.

2) We offer to execute the Works described above and remedy any defects therein in conformity with the Conditions of Contract including Additional Conditions and Special Conditions, Specifications, Drawings, Bill of Quantities accompanying this Bid for a sum of.....(Rupees.....) only.

3) We undertake to abide by the Final Sum coming out of the correction of arithmetical errors as indicated in the General Conditions of Contract.

4) We also undertake, if our Bid is accepted, to commence the work within the period as indicated in the Contract Document and to complete the whole work comprised in the Contract within the time stated in the Contract Document.

5) We agree to abide by this Bid for the period of days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

6) We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.

7) We understand that you are not bound to accept the lowest or any tender you may receive.

8) I/We do hereby submit our Financial Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory:.....

Name:

Title:

Date:



FORM D

Power of Attorney for signing of BID

Know all men by these presents, We (Name of the Bidder/Firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/ daughter/ wife ofand presently residing at (veng/khua) who is presently employed with us as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID(s) for the [name of Work] proposed by the.....(name of Department) including but not limited to signing and submission of all BIDs, and other documents and writings, participate in conferences/meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Work[s] and/ or upon award thereof to us and/or till the entering into of the contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we,....., the above named principal has executed this power of attorney on this.....day of.....,2023

For
(Signature)

(Name, Title and Address)Witnesses:

- 1. Accepted
- 2. Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)(Notarized)

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)Seal of the Notary Registration Number of the NotaryDate:___



Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. **Also, wherever required, the BIDDER should submit for verification the extract of the** charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.



FORM E

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certify that neither our firm M/S..... has abandoned any works in Indian or any contract awarded to us have been rescinded during the last five years prior to the date of this Bid.

3. The undersigned hereby authorize and request any Bank, person, firm or corporation to furnish pertinent information deemed necessary and required by the Department to verify this statement or regarding my(our) competence and general reputation.

4. The undersigned understand and agree that further information may be requested and agrees to furnish any such information at the request of the Department.

(Signature of Authorized Signatory of the Firm)

Name of the signatory:.....

Title of the signatory:.....

Date:.....



FORM F
UNDERTAKING

I, the undersigned do hereby undertake that our Firm M/S.....
would invest a minimum cash upto 25% of the value of the Work during
implementation of the Contract.

Signed by an Authorized Signatory of the firm:

Title of the Signatory:.....

Name of Firm:.....

Date:.....



FORM G
BID VALIDITY FORM

I, the undersigned do hereby undertake that the bid submitted by our firm M/s _____ (Name and address of the bidder) is valid for a period of _____ days and valid till _____.

Signed by the Authorized Signatory of the Firm:.....

Title of the Signatory:.....

Name of the Firm:.....

Date:.....



FORM H BID SECURITY DECLARATION

Date:

Bid No:

Name of Work:

To

Member Secretary,
Mizoram Tourism Development Authority
Mizoram, Aizawl.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Mizoram Tourism Development Authority for the period of time of 3 years starting onJanuary, 2023, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the RFP; or
- (b) having been notified of the acceptance of our Bid by the Mizoram Tourism Development Authority (MTDA) during the period of bid validity;
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with Conditions of Contract/Agreement.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed:

Name:

Designation:

Seal

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]