

**GOVERNMENT OF MIZORAM**  
**OFFICE OF THE ENGINEER-IN-CHIEF : POWER & ELECTRICITY DEPARTMENT**  
**MIZORAM : AIZAWL**

**NOTICE INVITING TENDER**

Aizawl, Dated the 5<sup>th</sup> September 2016

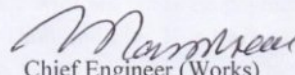
**No.G.20014/4/15-E-in-C(P)/T&R/8** : The Engineer-in-Chief, Power & Electricity Department on behalf of the Governor of Mizoram invites Sealed Tender for Appointment of "Project Management Agency (PMA)" for implementation of IPDS in 6 (Six) towns of Mizoram viz. Vairengte, Kawnpui, Mamit, Thenzawl, Hnahthial and Khawhai and DDUGJY in 8 (eight) Districts of Mizoram from the Central Public Sector Undertakings or Firms/organizations having experience for Project Management.

Last date of submitting tender shall be 16<sup>th</sup> September 2016 upto 1:00 pm. Details may be had from the Superintending Engineer (W-II), Office of the E-in-C, P&E Department, Kawlphetha building, New Secretariat, Khatla, Aizawl. Tender may also be downloaded from the website [www.tender.mizoram.gov.in](http://www.tender.mizoram.gov.in) and [www.power.mizoram.gov.in](http://www.power.mizoram.gov.in)

Sd/-LIANNHINGLOVA PACHUAU  
Engineer-in-Chief

Memo No.G.20014/4/15-E-in-C(P)/T&R/8 : Dated Aizawl the 5<sup>th</sup> September 2016  
Copy to :

1. The PS to Hon'ble Chief Minister, Mizoram for favour of information.
2. The Commissioner & Secretary to the Govt. of Mizoram, Power & Electricity Department for favour of information.
3. All Chief Engineers under Power & Electricity Department for information.
4. All Superintending Engineers under Power & Electricity Department for information.
5. The Director, I& PR Department, Mizoram for favour of information and necessary action. He is requested to publish the simplified NIT (Enclosed 3 copies) as a classified advertisement in two leading local news paper for two issue only and 1 (one) regional News Paper with intimation to the undersigned.
6. The Principal Informatic Officer, Department of ICT, Govt. of Mizoram for information with a request to post in the official website. Soft copy of the NIT is enclosed.
7. All Executive Engineers under P&E Department for information and wide circulation.
9. Notice Board.

  
Chief Engineer (Works)  
Office of the Engineer-in-Chief

**TENDER FOR APPOINTMENT OF PMA for Integrated Power Development Scheme (IPDS) and Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY)**

**1.0 Introduction**

The Government of India recently launched the Integrated Power Development Scheme (IPDS) for urban areas and Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) for rural areas in Mizoram. DPR were prepared and submitted and the approved sanctioned scope of work are as stated in the Annexure-I & II. The guidelines of the schemes also necessitate a "**Project Management Agency**" (PMA) for implementation of IPDS and DDUGJY schemes having a dedicated team for monitoring of the project execution.

**1.1** Power & Electricity Department, Govt. of Mizoram therefore has planned to establish a PMA at the office of Engineer-in-Chief to monitor the execution and progress of IPDS/DDUGJY Schemes as desired by Ministry of Power (MoP). Power & Electricity Department, Govt. of Mizoram thus invites proposal from reputed CPSUs or Firms/organizations having experience for Project Management for appointment of "Project Management Agency" (PMA) for implementation of IPDS/DDUGJY schemes.

**1.1.1. Due Dates:**

1	Last date and time for submission of bid documents	16 <sup>th</sup> September, 2016 upto 1:00 PM
2	Date and time of opening of Bid	16 <sup>th</sup> September, 2016 2:00PM

**1.1.2. Earnest Money Deposit :** Rs. 75,000/- (Rupees Seventy five thousand) only in the form of DD/Bankers Cheque from Nationalized/Scheduled Bank having branch at Aizawl, preferably State Bank of India.

**1.1.3. Total cost of the sanctioned project :**

SN	Name of Project	Project Cost (In Lakhs)
1.	Integrated Power Development Scheme (IPDS) for 6 towns in Mizoram	4916.70
2.	Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) in 8 districts	2671.64

**1.1.4. Tender Documents:** Tender documents can be obtained from Superintending Engineer (Works-II), Office of the Engineer-in-Chief, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl – 796001 during office working hours on payment of the cost of Bid Documents @ Rs. 1,500/- (Rupees One Thousand Five Hundred) only in the form of Demand Draft from any scheduled Bank in favour of Engineer-in-Chief, Power & Electricity Dept. payable at Aizawl.

Documents are also available in the website [www.tender.mizoram.gov.in](http://www.tender.mizoram.gov.in) and [www.power.mizoram.gov.in](http://www.power.mizoram.gov.in). In case of documents downloaded from the website, cost of bid document shall be submitted on or before opening of Tender. In absence of cost of tender document as stated above, the bid shall not be accepted.

## **2.0 Scope of works**

### **2.1 The scope of services shall be as under:**

#### **2.1.1 Monitoring and coordination of bidding process :**

- a) Assist the utility ie. P&E Department, Govt. of Mizoram in preparation of tender documents for appointment of turnkey contractor.
- b) Assist the utility in bidding process (including pre bid meetings etc) and technical evaluation of bids.
- c) Assist the utility for placement of Letter of Award and related activities.

#### **2.1.2 Project Planning and Implementation :**

- a) Assist the utility in preparation of detailed work implementation schedule in consultation with turnkey contractor.
- b) Coordination & monitoring of project implementation activities.
- c) To monitor DPR wise monthly physical & financial progress of the scheme, prepare a consolidated report & submit to the utility for onward submission to nodal agency.
- d) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with utilities & contractor.
- e) To assist the utility to verify creation of assets from asset register of the utility.
- f) Recommend the claim of the utility for fund release from nodal agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- g) Submit a report to nodal agency, regarding project completion and expenditure incurred along with recommendation in accordance with the guidelines.
- h) To assist the utility in supervision of flow of funds in a dedicated bank account of the projects.

#### **2.1.3 Quality Monitoring :**

- a) To prepare a Quality Assurance (QA) Plan with the approval of the utility.
- b) Field quality inspection of ongoing/ completed works.
- c) Joint inspection (along with representative of utility ie, P&E Department) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable).

#### 2.1.4 **MIS & Web Portal up-dation :**

- a) Assisting the utilities in timely updation of information on utility / Nodal agency's Web portal.
- b) Periodic reporting to the Project Management Cell of the utility ie, P&E Department.
- c) Compilation & analysis of utility level AT&C data on quarterly basis.
- d) Any other works as may be required to achieve the objectives of the scheme.

#### 2.1.5 ***Coordination with Nodal Agency/ MoP and any other works as may be required to achieve the objectives of the scheme.***

### 3.0 **Eligibility Criteria:**

The PMA are required to meet the following Qualification Criteria and shall furnish as per Appendix-I in adequate form, statements & documentary evidence / certificates in proof of the same

- 3.1 The PMA should be a **Central/State Public Sector Undertaking or Registered Firms / organizations having experience for Project Management.** (Photocopy of Registration certificate should be submitted)

#### 3.2 **Technical Criteria:**

- a) The bidder should have experience of consultancy in one or more utility in the last five years.
- b) Must have provided DPR assistance or procurement assistance or implementation or program management engagement in the last three audited financial years for a utility.

#### 3.3 **Financial Criteria:** The Bidder shall execute -

- a) One similar work of value not less than 80% of the estimated cost i.e Rs.30 lakhs in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.
- b) Two similar work of value not less than 60% of the estimated cost i.e Rs.22 lakhs.
- c) Three similar work of value not less than 40% of the estimated cost i.e Rs.15 lakhs.

### 4.0 **Tenure of appointment**

The term of appointment of the PMA shall be for (24+3=27) months i.e., 24 months for completion of works under the scheme plus 3 months for associated activities after completion of works starting from the date of DPR approved by the Monitoring Committee for each phase of project. In case of extension in execution of works beyond 24 months, the services of the PMA shall suitably be extended by utility, however, this extension will be sole discretion of the utility ie, P&E Department.

## **5.0 Submission of Bids**

- a) The Financial proposal (Price Bid) i.e. Annexure-III, Earnest Money Deposit and bidders information (Appendix-I) along with the supporting documents for qualifying eligibility of technical and financial criteria of tender shall be put together in a sealed envelop superscribing '**Tender for Appointment of PMA for IPDS & DDUGJY**' addressed to the Engineer-in-Chief, Power & Electricity Department, Mizoram, Aizawl. Bidders address shall also be clearly indicated in the envelop.
- b) Financial proposals are invited as the percentage of the total estimated cost of IPDS-6 towns and DDUGJY-8 Districts.
- c) Power & Electricity Department, Mizoram reserves the right to cancel/withdraw the bid without assigning any reason thereof. Such decision will not incur any liability whatsoever on Power & Electricity Department, Mizoram consequently.

## **6.0 Establishment and Coordination**

PMA has to establish their offices including deployment of requisite manpower, vehicles and other infrastructure at utility HQ on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure smooth interface with utility and contractor for day to day affairs.

## **7.0 Payment terms for PMA:** The indicative terms of payment may be as under:

- a. 10% as Mobilization Advance on fulfillment of the following –
  - i. Submission of Acceptance letter.
  - ii. Submission of Performance Guarantee
- b. 80% in phased manner on the basis of achievement of project milestones as describes below:
  - i. Fixed payment @1/10 of 30% of the Consultation Fee shall be released on quarterly basis as per the sanctioned DPR cost awarded.
  - ii. Balance 50% of the Consultation Fee shall be released pro rata linked with the disbursement for the project.
- c. Remaining 10% may be released after 3 months of completion of works and release of final installment of grant to the utility by Nodal Agency.

## **8.0 Contract Price**

The maximum amount of contract as Project Management Agency shall be 0.5% of the total project cost.

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the PMA for the services under the Contract shall not vary from the prices awarded to them.

## **9.0 Performance Security Deposit (PSD)**

- a) The PMA shall, within fifteen (15) days of the notification of Work Contract award, provide a Performance Security deposit of 5% of the total contract value for the due performance of the Contract
- b) The proceeds of the Performance Security deposit shall be payable to P&E Department, Govt. of Mizoram as compensation for any loss resulting from the PMA failure to complete its obligations under the Contract.
- c) Performance Security deposit (PSD) shall be deposited in the form of Bank Draft or Banker's Cheque. In case the amount of PSD exceeds Rupees fifteen Lacs the rest of amount against PSD may be deposited in the form of Bank Guarantee.
- d) The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment.
- e) Performance Security deposit shall be forfeited in the following cases: -
  - i. When any terms and condition of the contract is breached.
  - ii. When the Bidder fails to commence, fails to fulfill the services obligations after partially executing the work order.
  - iii. To adjust any dues against the firm from any other contract with P&E Department, Govt. of Mizoram.
- f) No interest will be paid by P&E Department, Govt. of Mizoram on the amount of performance security deposit.
- g) Proper notice will be given to the PMA with reasonable time before performance security deposit is forfeited.
- h) Forfeiture of performance security deposit shall be without prejudice to any other right of P&E Department, Govt. of Mizoram to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

## **10.0 Release of Performance Security Deposit**

The Performance Security deposited at the time of signing of the contract will be returned back after six months as per clause 9.0(e) from successful completion of the contract/ project period. The PSD shall remain initially valid for a period of three year + 6 months grace period which will be extended further till execution period of contract if any.

## **11.0 Monitoring of Contract**

- a) A dedicated team in the office of the Engineer-in-Chief shall be set up to monitor the progress of the contract during its execution.
- b) The dedicated team shall keep a watch on the progress of the contract and shall ensure that the PMA has provided requisite manpower for the project.
- c) If delay in providing the desired quality of people is observed a performance notice

would be given to the PMA to speed up the deployment process.

- d) The selected PMA shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of P&E Department, Govt. of Mizoram except the one with whom the PMA has partnered for the purpose of execution of the project.

## **12.0 Responsibilities of PMA**

- a) PMA shall provide the service and manpower with due diligence and in accordance with prevailing standards of the profession;
- b) PMA shall deploy the requisite manpower and infrastructure within 30 days of placing the **Letter of Award** by P&E Department. Beyond thirty days, **Liquidated Damages** would be imposed as per the clause 18.0 below and may even terminate the contract as per clause 23.0.
- c) The responsibilities of the PMA deployed at the premise of P&E Department would also be considered as the responsibilities of the PMA. Hence it is the prerogative of the PMA to constantly monitor and mentor the conduct of its employees deployed as part of this engagement.

## **13.0 Responsibilities of the Manpower of PMA**

- a) The deployed manpower of PMA will maintain office decorum. They will be courteous, polite and cooperative.
- b) The deployed manpower will adhere to the office timings of P&E Department and follow all rules, regulations and policies.
- c) The deployed manpower consultants will be responsible for any damage to equipments, property and third party liabilities caused by their acts in the premise of P&E Department. They will use all equipment only for the purpose of carrying out their legitimate business of P&E Department and will not put to any other use. For any damages, the extent of damage as decided by P&E Department will be final.
- d) The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- e) The PMA & its designated manpower will need to be able to work efficiently with senior management and officers of P&E Department;
- f) The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- g) The PMA and its designated manpower shall bring their own laptops and data card for carrying out their activities.

## **14.0 Responsibilities of P&E Department**

- a) P&E Department shall perform all its responsibilities in accordance with the general conditions of the contract.
- b) P&E Department may conduct a thorough background verification and character verification of the consultant as per the policies of P&E Department.
- c) P&E Department shall provide office space to the consultants for carrying out their activities as per the scope of work.

## **15.0 Recoveries from PMA**

- a) Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- b) The Engineer-in-Chief shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Company.
- c) The balance, if any, shall be demanded from the PMA and when recovery is not possible, the Engineer-in-Chief shall take recourse to law in force.

## **16.0 Taxes**

- a) The income tax shall be deducted at source from the payment to the PMA as per the law in force at the time of execution of contract.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the PMA in India, the Purchaser shall use its best efforts to enable the PMA to benefit from any such tax savings to the maximum allowable extent.

## **17.0 Confidential Information**

- a) The Purchaser and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i) the Purchaser or Bidder need to share with the P&E DEPARTMENT, MIZORAM or other institutions participating in the Contract;
  - ii) now or hereafter enters the public domain through no fault of that party;
  - iii) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.



## 18.0 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for services in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- c) The service provider shall request in writing to **Contract Monitoring Committee** giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- d) The **Contract Monitoring Committee** shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- e) Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
  - i) When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
  - ii) When delay has occurred due to resignation of the selected man power or accident or demise etc.
- f) It shall be at the discretion of the concerned authority to accept or not to accept the selected PMA after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- g) In case of extension in the deployment of the manpower and services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of quarterly amount payable to the service category which the PMA has failed to deploy : -

<b>Sl. No</b>	<b>Condition</b>	<b>LD as % of amount of quarterly payment due</b>
<b>a.</b>	Delay up to 1 week of deployment of the team size as per	2.5 %
<b>b.</b>	Delay exceeding one 1 week but not exceeding 2 weeks	5.0 %
<b>c.</b>	Delay exceeding 2 week not exceeding 3 weeks	7.5 %
<b>d.</b>	Delay exceeding 3 weeks but not exceeding 4 weeks	10.0%

Note: Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

- (i) The maximum amount of agreed liquidated damages shall be 10% of the quarterly amount of payment.
- (ii) If the Bidder requires an extension of time in completion of contractual obligation on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the Bidder.

#### **19.0. Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

#### **20.0. Change in Laws & Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in **Mizoram/** India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the PMA has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause "Contract Price".

## 21.0. Force Majeure

- a) The PMA shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the PMA. **Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.**
- c) If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by P&E DEPARTMENT, MIZORAM, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the P&E DEPARTMENT, MIZORAM, the P&E DEPARTMENT, MIZORAM may take the case with the contractor on similar lines.

## 22.0. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected PMA through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract if this becomes necessary.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Consultants and the Contract shall accordingly be amended. Any claims by the selected PMA for adjustment under this clause must be asserted within thirty (30) days from the date of the selected PMA receipt of the Purchaser’s change order.
- c) Prices to be charged by the selected PMA for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected PMA for similar services.

## **23.0. Termination**

### **23.1. Termination for Default**

23.1.1. The tender sanctioning authority of P&E DEPARTMENT, MIZORAM may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -

- a. If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
- b. If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the contractor commits breach of any condition of the contract.

23.1.2. If P&E DEPARTMENT, MIZORAM terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.

23.1.3. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

### **23.2. Termination for Insolvency**

P&E DEPARTMENT, MIZORAM may at any time terminate the Contract by giving Notice to the PMA if the PMA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to P&E DEPARTMENT, MIZORAM, **against the bidder.**

### **23.3. Termination for Convenience**

- a) P&E DEPARTMENT, MIZORAM, by Notice sent to the PMA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b) Depending on merits of the case the PMA may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

## 24.0. Settlement of Disputes

- a) **General:** If any dispute arises between the PMA and P&E DEPARTMENT, MIZORAM during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The contractor will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the contractor.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and same shall be submitted for the decision of tender sanctioning Procurement Committee agreed by the decision of above procurement committee, it shall be referred to the empowered standing committee for decision. The standing committee shall consist of following members:
- |  |            |
|--|------------|
| Engineer in Chief of P&E DEPARTMENT, MIZORAM | : Chairman |
| Chief Engineer concerned at HQ               | : Member   |
| Chief Engineer concerned at Field            | : Member   |
| Superintending Engineer at HQ                | : Member   |
| Superintending Engineer concerned at Field   | : Member   |
- c) **Procedure for reference to the Standing Committee:** The PMA shall present his representation to the Engineer in Chief, P&E DEPARTMENT, MIZORAM along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the contractor shall prepare a reply of representation and shall represent the P&E DEPARTMENT, MIZORAM's stand before the standing committee. From the side of the contractor, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the contractor and P&E DEPARTMENT, MIZORAM. The standing committee, if it so decides, may refer the matter to the Board of Directors of P&E DEPARTMENT, MIZORAM for further decision.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Aizawl, Mizoram, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## 25.0. Terms of Payment

- a) The PMA shall raise quarterly invoice for services rendered to the P&E's' Nodal Officer. The PMA request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the related PMA services performed, and by the documents submitted pursuant to conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract. The PMA shall furnish a copy of the monthly progress report along with the invoice.
- b) Payments shall be made promptly by the Purchaser as per the quoted rates and after submission of an invoice (in triplicate) for payment by the Bidder, and the Purchaser has accepted it. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
- c) All services rendered by the PMA will be verified, validated and approved by the appropriate Nodal Officer of P&E or nominated officer before payments are released to the service provider.
- d) The currency or currencies in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the selected bidder.
- f) In case of disputes, 20 % of the amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment schedule will be on **quarterly basis** after the computation and deduction of all applicable penalties for that quarter.

## 26.0 Other important terms & conditions

- a) All resources deployed by the PMA will compulsorily mark their attendance as per the directions/policy of P&E Department, Mizoram.
- b) The Resources would be stationed in Aizawl for the entire project period. The Resource has to follow the working hours, working days and Holidays of Government of Mizoram. However resource has to be available on a holiday if so is required by the Department. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c) Resource shall have to seek prior approval of purchaser before leaving headquarter, even if it is on a holiday.

## INFORMATION OF BIDDER

### 1. General Information of the BIDDER

<b>1</b>	Name of BIDDER	
<b>2</b>	Address	
<b>3</b>	Telephone Number	
<b>4</b>	Fax Number	
<b>5</b>	Email	
<b>6</b>	Web Site	
<b>7</b>	Legal status	
<b>8</b>	Date of Establishment	
<b>9</b>	Relevant Quality Certifications attained by Firm, if any	
<b>10</b>	Contact Person Details:  Name  E-mail  Phone	
<b>11</b>	EMD Details	

2. Details of bidder's organisation/associates/sub contractors including the present business.
3. Annual report, Balance sheet (of 2012-13-2013-14, 2014-2015)
4. Particulars of the Turnover in the LAST FIVE financial years

Year	Turnover of the bidder (in Rs crores)

**5. Particulars of major work similar nature implemented**

<b>Sl.No.</b>	<b>Name of organization</b>	<b>Contact person/address, Telephone, email</b>	<b>Year of implementation</b>	<b>Total project cost</b>	<b>End user certificate Y/N</b>

**6. Detailed Technical Proposal meeting the requirements covering detailed specifications of Approach, infrastructure, facility, management and services being offered.**

**7. Schedule and Project Management Plan for major work**

**8. Man power details.**

<b>Sl.No</b>	<b>Name of the Person</b>	<b>Qualification</b>	<b>Experience</b>

**Signature of the Bidder.**

Seal of the BIDDER



## Approved Sanctioned Scope of Work for IPDS

Annexure-I											
Sl. No.	Item Details	Unit	Qty proposed under IPDS						Total Qty proposed under IPDS	Unit Price	Cost proposed under IPDS
			Mamit	Then zawl	Kaw n pui	Vaire ngte	Hnah thial	Khaw hai		Rs. Lac	Rs. Lac
<b>A</b>	<b>33/11 KV S/S : New</b>										
1	New S/S	Nos	1						1	563.02	563.02
	<b>Sub Total</b>										<b>563.02</b>
<b>D</b>	<b>Renovation &amp; Modernisation of 33/11 kV SS</b>										
1	R&M of Kaw npui SS	Nos.			1				1	27.89	27.89
2	R&M of Vairengte S/S	Nos.				1			1	71.98	71.98
3	R&M of Hnahthial SS	Nos.					1		1	24.93	24.93
	<b>Sub Total</b>										<b>124.81</b>
<b>E</b>	<b>New 33 KV new feeders/Bifurcation of feeders:</b>										
1	Khaw zawl - E. Lungdar	Kms							36	14.23	512.14
	<b>Sub Total</b>								<b>36</b>	<b>14.23</b>	<b>512.14</b>
<b>F</b>	<b>33 KV feeders Reconductoring/Augmentation</b>										
1	Mamit-W. Phaileng	Kms	1						1	71.11	71.11
2	Mamit-Zamuang via Tuidam	Kms	1						1	32.80	32.80
3	Kaw npui-Baw ktlang	Kms			1				1	38.88	38.88
4	Hnahthial-Bukpui	Kms					1		1	37.52	37.52
5	Hnahthial-Theiriart	Kms					1		1	37.63	37.63
	<b>Sub Total</b>										<b>217.95</b>
<b>H</b>	<b>11 kV Line : New Feeder/ Feeder Bifurcation</b>										
	New 11 kV Line	Kms	43.40	2.8	0.45	3	2.5	1.5	53.65	10.18	<b>545.96</b>
<b>I</b>	<b>11 kV Line : Augmentation/Reconductoring</b>										
1	Vairengte & IOC Feeders	Kms				7			7.00	2.14	14.99
2	R&M of Zanlaw n & Bualpui Feeder	Lot			1				1.00	12.99	12.99
	<b>Sub Total</b>										<b>27.98</b>
<b>J</b>	<b>Arial Bunched Cable</b>										
i)	HT - 11kV 3x95Sqmm ABC New line	Kms	2.5	2.0	2.0	2.0	2.0	2.0	12.5	33.51	418.86
ii)	LT - New LT line by ABC 70 sqmm	Kms	3.27	3.27	3.27	3.27	0.50	3.27	16.86	24.40	411.51
	New LT line by ABC 95 sqmm	Kms		1			1.0		2.0	24.58	49.16
	New LT line by ABC 120 sqmm	Kms		3			1.5		4.5	25.20	113.42
	<b>Sub Total</b>								<b>36</b>		<b>992.94</b>
<b>M</b>	<b>Installation of Distribution Transformer</b>										
	63kVA Distribution Transformer	Nos		3		1			4	5.41	21.65
	100kVA Distribution Transformer	Nos	5	1	2	2	2	1	13	7.72	100.40

	100kVA Distribution Transformer	Nos	5	1	2	2	2	1	13	7.72	100.40
	250kVA Distribution Transformer	Nos	4	1	1	1	1	0	8	12.27	98.18
	<b>Sub Total</b>								<b>25</b>		<b>220.23</b>
<b>N</b>	<b>Capacity enhancement of LT sub-station</b>										
	Augmentation by 100 kVA	Nos		2	3		1		6	6.54	39.24
	Augmentation by 250 kVA	Nos	2						2	11.09	22.18
	<b>Sub Total</b>								<b>8</b>		<b>61.41</b>
<b>O</b>	<b>LT Line : New Feeder/ Feeder Bifurcation</b>										
	New LT Line(Gnat&Ant) 3-Ph 5 wire	Kms	14.0	6.8	5.7	6.0	1.50	2.00	36.00	10.25	368.89
	New LT Line(Gnat&Grasshopper) 3-Ph 5 wire	Kms	14.15	7.0		6.0	5.5		32.65	11.12	362.95
	LT Line Bifurcation (Using ABC 70 sqmm)	Kms		0.15	1.50	1.50	1.50		4.65	14.07	65.41
	LT Line Bifurcation (Using ABC 95 sqmm)	Kms		0.46		1.50	1.25		3.21	14.25	45.73
	LT Line Bifurcation (Using ABC 120 sqmm)	Kms		0.72		1.50	1.25		3.47	14.87	51.60
	<b>Sub Total</b>								<b>80</b>		<b>894.58</b>
<b>P</b>	<b>LT Line : Augmentation/Reconductoring</b>										
	Conversion of 3-w ire into 5-w ire	Kms	0.5	4.0	5.6	5.0	1.5		16.60	1.59	26.46
	Reconductoring using Grasshopper	Kms	3.0	2.56	3.0	5	2		15.56	4.36	67.91
	Reconductoring using ABC 70 SQ mm	Kms		0.77		2	2		4.77	17.33	82.67
	Reconductoring using ABC 95 SQ mm	Kms	1.5	1.17		1.5	1.5		5.67	17.51	99.28
	Reconductoring using ABC 120 SQ mm	Kms	2.5	1.2					3.70	18.13	67.09
	<b>Sub Total</b>								<b>46</b>		<b>343.41</b>
<b>S</b>	<b>Metering</b>										
<b>i)</b>	Prepaid / smart meters in Govt. establishment	Nos									
<b>ii)</b>	AMI, Smart meters in the tow ns w here SCADA being established under R-APDRP.	Nos.									
<b>iii)</b>	Boundary meters for ring fencing of Non-RAPDRP Tow ns w ith population more than 5000	Nos.	3	3	3	3	3	2	17	0.73	12.33
<b>iv)</b>	AMR for feeders, Distribution transformer and high load consumers	Nos.	8	8	8	8	8	5	45	1.23	55.35
<b>v)</b>	Consumers for existing un-metered connections, replacement of faulty meters & electro-mechanical meters										
	i) 1-Phase	Nos	800	620	450	620	620	260	3370	0.05	169.68
	ii) 3-Phase	Nos	100	80	50	80	80	40	430	0.11	48.09
<b>vi)</b>	Installation of Pillar Box for relocation of meters outside the premises of consumers including associated cables and accessories	Nos.									
	<b>Sub Total</b>								<b>3862</b>		<b>285.45</b>
<b>T</b>	<b>Provisioning of solar panel</b>										
	Location 1 ...../(Capacity)	KWe							<b>9.00</b>	<b>0.70</b>	<b>6.30</b>

	Net-Meters	Nos.										
<b>V</b>	<b>Others</b>											
	i) R&M of Distribution Transformer 63kVA	Nos.	0	5	2	3	0	2	12	2.73	0.00	
	ii) R&M of Distribution Transformer 100kVA	Nos.	3	7	1	2	3	1	17	4.46	75.76	
	iii) R&M of Distribution Transformer 250 kVA	Nos.	5	3	4	4	4	0	20	8.67	0.00	
	iv) Replacement of LT Poles(Due to Rusting)	Nos	50	26	54	20	30	10	190	0.24	44.77	
	<b>Sub Total</b>										<b>120.53</b>	
	<b>Grand Total</b>		1,858.37	655.78	438.93	647.68	580.76	735.18	<b>4916.70</b>		<b>4,916.70</b>	
<b>Note Unit price and Total Cost are inclusive of all taxes and duties</b>												

**Annexure-II**

## Approved Sanctioned Scope of Work for DDUGJY Project in Mizoram

Sl.No	Name of District	63 KVA DT (Nos)	25 KVA DT (Nos)	11KV Line (Km)	3Ph 4W(Km)	BPL Households (Nos)	Amount (In Lakhs)
1	Kolasib		4	13.1	3	61	169.39
2	Mamit		25	76.5	26.6	445	1102.4
3	Aizawl	1	6	16.85	6.8	93	254.69
4	Champhai	1	2	7.1	4	76	118.72
5	Serchhip		1	10	1	3	133.79
6	Lunglei		8	13.4	2.7	47	190.58
7	Lawngtlai		13	34.5	15	52	545.09
8	Saiha		9	4.5	7	49	156.98
	Grand Total	2	68	175.95	66.1	826	2671.64

**FORMAT FOR FINANCIAL PROPOSAL**

To

The Engineer-in-Chief  
Power & Electricity Department  
Mizoram, Aizawl

**Subject : Offer for appointment of "Project Management Agency (PMA)" for IPDS and DDUGJY in Mizoram**

Sir

I/We hereby offer for the **Engagement of Project Management Agencies (PMA's) IPDS in all 6 (six) towns of Mizoram viz. Vairengte, Kawnpui, Mamit, Thenzawl, Hnahthial and Khawhai and DDUGJY in 8 (eight) Districts of Mizoram** under NIT No.G.20014/4/15-E-in-C(P)/T&R/8 Dated \_\_\_\_\_ at the rate of (in figures) .....% (In words) ..... percent of the cost of works executed (i.e **7500.00 Lakhs approx.**). The fee for the PMA services is **inclusive of all taxes and duties.**

The services shall be provided in all respects in accordance with the Terms of Reference (TOR) / Scope of work of the bid document and instructions and the annexed conditions.

Seal & Signature of the Authorised  
person  
(Name & Address)

## CVs

1. Name: \_\_\_\_\_
2. Profession / Present Designation: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_ Nationality: \_\_\_\_\_
4. Area of Specialisation: \_\_\_\_\_
5. Proposed Position on Team: \_\_\_\_\_
6. Key Qualification/Experience:  
(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)
7. Education :  
(Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)
8. Experience :  
(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate)
9. Language :  
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Signature : \_\_\_\_\_ Full Name : \_\_\_\_\_  
Address : \_\_\_\_\_ Date : \_\_\_\_\_

*(Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated)*