BIDDING DOCUMENT
for
Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial
VOLUME-I

(Technical Bid)

Issued on	:	**24th October, 2025**
Invitation for Bids No	:	**No. F.23016/10/2025/CEO (Mod A-14)/ASCL/PT/18**
Package No	:	**MZ-AIZ-121/BMWTP/02**
Employer	:	**AIZAWL SMART CITY LIMITED, AIZAWL**
State	:	**MIZORAM**
Country	:	**INDIA**

AIZAWL SMART CITY LIMITED, AIZAWL

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Section 1 - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids/ Notice Inviting Tender indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 5 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.

1.2 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Fraud and Corruption

2.1 It is the Employer's policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

2.2 The Employer may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

2.3 The Employer may also sanction against the Bidder, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an

Employer-financed contract

2.4 Furthermore, Bidders shall be aware of the provisions of GCC 70.2 (i).

3. Eligible Bidders

3.1 A Bidder may be a natural person, private entity, government-owned entity – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all partners shall be jointly and severally liable, and

(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of India.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if including but not limited to:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved.

(f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

3.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

B. Contents of Bidding Document

4. Sections of Bidding Document

4.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART I Bidding Procedures
Section 1 - Instructions to Bidders (ITB)
Section 2 - Bid Data Sheet (BDS)
Section 3 - Evaluation and Qualification Criteria (EQC)
Section 4 - Bidding Forms (BDF)

PART II Requirements
Section 5 –Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms
Section 6 - General Conditions of Contract (GCC)
Section 7 - Particular Conditions of Contract (PCC)
Section 8 - Contract Forms (COF)

4.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

4.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained in the form of the hard copy directly from the Office of the Aizawl Smart City Limited, Aizawl

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 5.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 6 and ITB 18.2.

5.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

5.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

5.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

5.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 4.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 6 and not through the minutes of the pre-bid meeting.

5.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 4.3.

6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 19.2.

C. Preparation of Bids

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The cost of Bidding Document is as indicated at the Bid Data Sheet.

8. Language of Bid

8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9. Documents Comprising the Bid

9.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 9.2 and the other the Price Bid containing the documents listed in ITB 9.3, both envelopes enclosed together in an outer single envelope.

9.2 The Technical Bid shall comprise the following:

(a) Letter of Technical Bid;

(b) Bid Security/ Earnest Money Deposit, in accordance with ITB 16;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2;

(d) documentary evidence in accordance with ITB 14 establishing the Bidder's qualifications to perform the contract;

(e) Technical Proposal in accordance with ITB 14;

(f) Any other document required in the BDS.

9.3 The Price Bid shall comprise the following:

(a) Letter of Price Bid;

(b) completed Price Schedules, in accordance with ITB 10 and 11, or as stipulated in the BDS;

(c) Any other document required in the BDS.

9.4 In addition to the requirements under ITB 10.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

10. Letters of Bid and Schedules

10.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 19, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes of the format shall be accepted. All blank spaces shall be filled in with the information requested.

11. Bid Prices and Discounts

11.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.

11.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms) and Vol-II Price Bid of the Bidding Document. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

11.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.

11.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Price Bid, in accordance with ITB 10.1.

11.5 The prices quoted by the Bidder shall be fixed.

11.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 11.4, provided the bids for all contracts are submitted and opened at the same time.

11.7 All duties, taxes, cess and other levies payable by the Contractor under the Contract, as of the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

12. Currencies of Bid and Payment

12.1 The currency of the bid and payment shall be the Indian Rupees

13. Documents Comprising the Technical Proposal

13.1 The Bidder shall furnish a Technical Proposal as stipulated in Section 4 (Bidding Forms).

14. Documents Establishing the Qualifications of the Bidder

14.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. In this case the bid security/ Earnest Money Deposit shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

16. Bid Security/ Earnest Money Deposit

16.1 The Bidder shall furnish as part of its bid, in original form, a Bid security/ Earnest Money Deposit with amount as specified in the BDS.

16.2 The bid security/ Earnest Money Deposit shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional bank guarantee;

(b) an irrevocable letter of credit/ Demand Draft/ Deposit at Call of a Scheduled Bank provided the validity conformed the validity requirement of the bidding document; or

(c) a cashier's or certified check Demand Draft provided the validity conformed the validity requirement of the bidding document;

(d) Fixed Deposit in favor of CEO, ASCL

On any of the above options, the Bidder should ensure that the bid security/ Earnest Money Deposit validity conform the validity requirement specified in the bidding document. In the case of a bank guarantee, the bid security/ Earnest Money Deposit shall be submitted either using the Bid Security/ Earnest Money Deposit Form included in Section IV (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security/ Earnest Money Deposit shall be valid for twenty days (20) beyond the original validity period of the bid, or beyond any period of extension if requested.

16.3 Any bid not accompanied by a substantially compliant bid security/ Earnest Money Deposit in accordance with ITB 16.2 shall be rejected by the Employer as non-responsive.

16.4 The bid security / Earnest Money Deposit of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 36.

16.5 The bid security / Earnest Money Deposit of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

16.6 The bid security / Earnest Money Deposit may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 15.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 35;

(ii) furnish a performance security in accordance with ITB 36; or

(iii) accept arithmetical corrections in accordance with ITB 29.

16.7 The Bid Security/ Earnest Money Deposit of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security / Earnest Money Deposit shall be in the names of all future partners as named in the letter of intent mentioned in ITB 3.1.

17. Format and Signing of Bid

17.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 9 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit 2 (two) copies of the technical and price bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on

behalf of the Bidder except in the case where the Signee is the proprietor of the firm himself. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

17.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

18. Sealing and Marking of Bids

18.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO… - TECHNICAL BID" and "COPY NO…. - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. The rest of the procedure shall be in accordance with ITB 18.2 and 18.3.

18.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer as provided in BDS 19.1; and

(c) bear the specific identification of this bidding process indicated in the BDS 1.1.

18.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 21.1.

18.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 21.7.

18.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

19.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 6, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bids

20.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 19. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

21. Withdrawal, Substitution, and Modification of Bids

21.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

21.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

22. Bid Opening

22.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

22.2 Envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

(a) the name of the Bidder;

(b) the presence of a Bid Security/ Earnest Money Deposit

(c) any other details as the Employer may consider appropriate.

Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening.No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 20.1.

22.3 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all

Bidders.

22.4 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

22.5 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

22.6 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

22.7 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

(a) the name of the Bidder;

(b) the Bid Prices, including any discounts; and

(c) any other details as the Employer may consider appropriate.

Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening.No Bid shall be rejected at the opening of Price Bids.

22.8 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price and any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

23. Confidentiality

23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

23.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.

23.3 Notwithstanding ITB 22.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

24. Clarification of Bids

24.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 29.

24.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

25. Deviations, Reservations, and Omissions

25.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

26. Preliminary Examination of Technical Bids

26.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 9.2 have been provided, and to determine the completeness of each document submitted.

26.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Letter of Technical Bid;

(b) written confirmation of authorization to commit the Bidder except in the case where the Signee is the proprietor of the firm himself;

(d) Bid Security/ Earnest Money Deposit and

(c) Technical Proposal in accordance with ITB 13.

27. Responsiveness of Technical Bid

27.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 9.

27.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

27.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 13, Technical Proposal, in particular, to confirm that all requirements of Section 5 (Employer's Requirements) have been met without any material deviation or reservation.

27.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28. Nonconformities, Errors, and Omissions

28.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.

28.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

29. Qualification of the Bidder

29.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.1.

29.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

30. Correction of Arithmetical Errors

30.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit

price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

(c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and

(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

30.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security / Earnest Money Deposit may be forfeited.

31. Evaluation of Price Bids

31.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

31.2 To evaluate the Price Bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 29.1;

(c) price adjustment due to discounts offered in accordance with ITB 11.4;

(d) adjustment for nonconformities in accordance with ITB 27.3;

(e) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

31.3 The estimated effect of the price adjustment provisions, if provided, of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

31.4 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the

Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

32. Comparison of Bids

32.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid in accordance with ITB 30.2.

33. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

33.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

34. Award Criteria

34.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

35. Notification of Award

35.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted.

35.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After the award of contract, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after contract award, requests a debriefing.

35.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

36. Signing of Contract

36.1 Promptly after notification, the Employer shall send the successful Bidder the draft Contract Agreement.

37. Performance Security

37.1 Within twenty-eight (28) days of the issue of notification of award by the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 30.5, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Employer.

37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/ Earnest Money Deposit. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids/ Notice Inviting Tender is: No. F.23016/10/2025/CEO (Mod A-14)/ASCL/PT/18, Dated: 24th October 2025
ITB 1.1	The Employer is: Aizawl Smart City Limited, Urban Development and Poverty Alleviation Department, Government of Mizoram
ITB 1.1	The name of the bidding process is: Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial. The identification number of the bidding process is: MZ-AIZ-121/BMWTP/02

B. Contents of Bidding Documents

ITB 5.1	For **clarification purposes** only, the Employer's address is: Attention: Chief Executive Officer, ASCL. Street Address: Urban Resource Centre, MINECO, Khatla, Aizawl, Mizoram ZIP Code: 796 005 Country: India Telephone: : 0389-2336012 Email: smartcityaizawl@gmail.com Requests for clarification should be received by the Employer no later than 7 days before the original deadline date of Bid submission.
ITB 7.1	For participation in the Bidding Process, Bidder has to purchase Bidding Document by paying Rs. 1000/- (Rupees one thousand) only

C. Preparation of Bids

ITB 9.2(g)	NA
ITB 9.3 (d)	NA
ITB 11.6	NA
ITB 15.1	The bid validity period shall be 70 days.
ITB 16.1	The Bidder shall furnish a Bid Security/ Earnest Money deposit in the amount of INR 82,000/-. Bid Security/ Earnest Money deposit should be valid for a minimum period of 90 days (three months)
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award. *This authorization may not be required if the signatory is the proprietor or the sole owner of the firm him/her self.*

D. Submission and Opening of Bids

ITB 18.1	For **bid submission purposes** only, the Employer's address is: Attention: Chief Executive Officer, ASCL. Street Address: Urban Resource Centre, MINECO, Khatla, Aizawl, Mizoram ZIP Code: 796 005 Country: India

	Telephone: : 0389-2336012 Email: smartcityaizawl@gmail.com **The deadline for bid submission is:** Date: 18th November 2025 Time: 1:00 Pm.
ITB 21.1	**The opening of the Technical Bid shall take place at:** Attention: Chief Executive Officer, ASCL. Street Address: Urban Resource Centre, MINECO, Khatla, Aizawl, Mizoram ZIP Code: 796 005 Country: India Telephone: : 0389-2336012 Email: smartcityaizawl@gmail.com Date: 18th November 2025 Time: 1:30 Pm.

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 30.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 5 (Employer's Requirements).

1.2 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 27.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

The cost of any nonmaterial nonconformities or omissions will be adjusted based on the highest quoted price of the same item from other responsive bids. Bids that do not confirm to the bid document requirement in terms of specifications, payment terms and contract conditions shall be held non responsive.

2. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
2.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 3.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

2.2 Pending Litigation

Pending Litigation criterion shall apply.

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

2.3 Financial Requirements

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Submission of audited financial statements for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

Audited Financial Statement audited (Balance Sheet and Profit & Loss Account) by qualified Accountant/Chartered Accountant should be submitted for calculation of Financial Requirement.

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of INR 40 lakh calculated as total certified payments received for contracts in progress or completed, within the last **three** years.	must meet requirement	must meet requirement	must meet not less than 25% of the requirement	must meet not less than 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources Requirement

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Using Forms FIN-3 and FIN-4 in Section 4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets[1], lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's total financial resources requirement indicated in Form FIN-4.	must meet requirement	must meet requirement	must meet not less than 25% of the requirement	must meet not less than 40% of the requirement	Form FIN – 3 and Form FIN – 4

[1] *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.*

Availability of or access to liquid assets[1], lines of credit, and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. This shall also take into account the Bidder's commitments for other contracts. The financial resource requirement of the bidder as per the latest auditor's report plus dedicate line of credit, if any, should represent the requirement as below:

(i) A minimum financial resource requirement for the subjected contract package shall be Rs. 10 lakh (as provided by the Employer at FIN-4, Sl. No. B)

(ii) A total minimum financial resource requirement shall be minimum financial resource requirement for the subject contract package (Rs. 10 lakh) + requirement for Current Contract Commitments (to be provided by the Bidder) as at FIN-4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last 10 (ten) years and that is similar to the proposed works. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 5, Employer's Requirements. Within the last 10 years, the Bidder should satisfy any one of the following minimum requirements: (i) Three similar completed works costing not less than Rs 16 lakh each. (ii) Two similar completed works costing not less than Rs 25 lakh each. (iii) One similar completed work costing not less than Rs 35 lakh.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

For assessing the Contracts of Similar Size and Nature Experience, bidder should submit along with the bid, Certificate of satisfactory completion of similar contract issued by the previous employers Or any other document that would suggest that the bidder has actually and successfully completed similar contract(s) within the last 10 years.

Section 4 - Bidding Forms

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Form FIN- 4: Financial Resources Requirement 12

Letter of Technical Bid

Date: .....

Contract Package No.: .....

Notice Inviting Tender/Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 6;

(b) We offer to execute in conformity with the Bidding Documents the following Works:
……

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3.3;

(e) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 3.3 (e).

(f) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 5 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date.....

Bid Security Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: ..... *Name and Address of Employer* .....

Date:.....

Bid Security No.: .....

We have been informed that . . . . . *name of the Bidder*. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (hereinafter called "the Bid") for the execution of . . . . . *name of contract* . . . . . under Notice Inviting Tender / Invitation for Bids No. . . . . (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *name of Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . .*amount in figures* . . . . . (. . . . . .*amount in words* . . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days (28) after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458[1].

. . . . . .*Bank's seal and authorized signature(s)* . . . . . .

-- Note --

All italicized text is for use in preparing this form and shall be deletedfromthe final document.

[1]*Or 758 as applicable.*

Technical Proposal

Technical Proposal - Personnel

Form PER – 1: Proposed Personnel
In line with Section 5, Employer's Requirement-Personnel Requirement, Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

1	**Title of position***
	Name
	Qualification
	Experience
2	**Title of position***
	Name
	Qualification
	Experience
3	**Title of position***
	Name
	Qualification
	Experience
4	**Title of position***
	Name
	Qualification
	Experience
5	**Title of position***
	Name
	Qualification
	Experience

*As listed in Section 5 (Employer's Requirements).

Technical Proposal - Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity	**Year of manufacture**
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** ☐ **Owned** ☐ **Rented** ☐ **Leased** ☐ **Specially manufactured**	

Omit the following information for equipment owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Form ELI - 2: JV Information Sheet

Each member of a JV and Subcontractor must fill in this form

JV / Subcontractor Information	
JV Partner's legal name	
JV legal address	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Pending Litigation and Arbitration

Choose one of the following:

- ❑ No pending litigation and arbitration.
- ❑ Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Historical Financial Performance

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [INR]		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions.

- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited by a certified accountant/Chartered Accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

Annual Turnover Data for the Last 3 Years	
Year	**Amount**
Average Annual Construction Turnover	

Form FIN – 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets[1], lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin – 4.

Financial Resources		
No.	**Source of financing**	**Amount**
1		
2		
3		

[1] *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

Form FIN- 4: Financial Resources Requirement

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Financial Resources Requirement						
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Contract Completion Date**	**Remaining Contract Period in months (A)[1]**	**Outstanding Contract Value (B)[2]**	**Monthly Financial Resources Requirement (B / A)**
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments[3] (Total of above)						INR …….
B. Financial Resources Requirement for Subject Contract (Employer to specify)						INR 10 lacs
Financial Resources Requirement (Sum of A and B)						**INR…….**

[1] *Remaining contract period to be calculated from 28 days prior to bid submission deadline.*

[2] *Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline (US$ equivalent based on the foreign exchange rate as of the same date).*

[3] *Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:*

Estimated Contract Value (Inclusive of Taxes and Duties)
Completion Period in Months

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. . . . . of	**Contract Identification**	
Award Date		**Completion Date**
Total Contract Amount		**INR**
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**
Employer's Name **Address** **Telephone/Fax Number** **E-mail**		
Description of the similarity in accordance with Criteria 2.4.1 of Section 3		

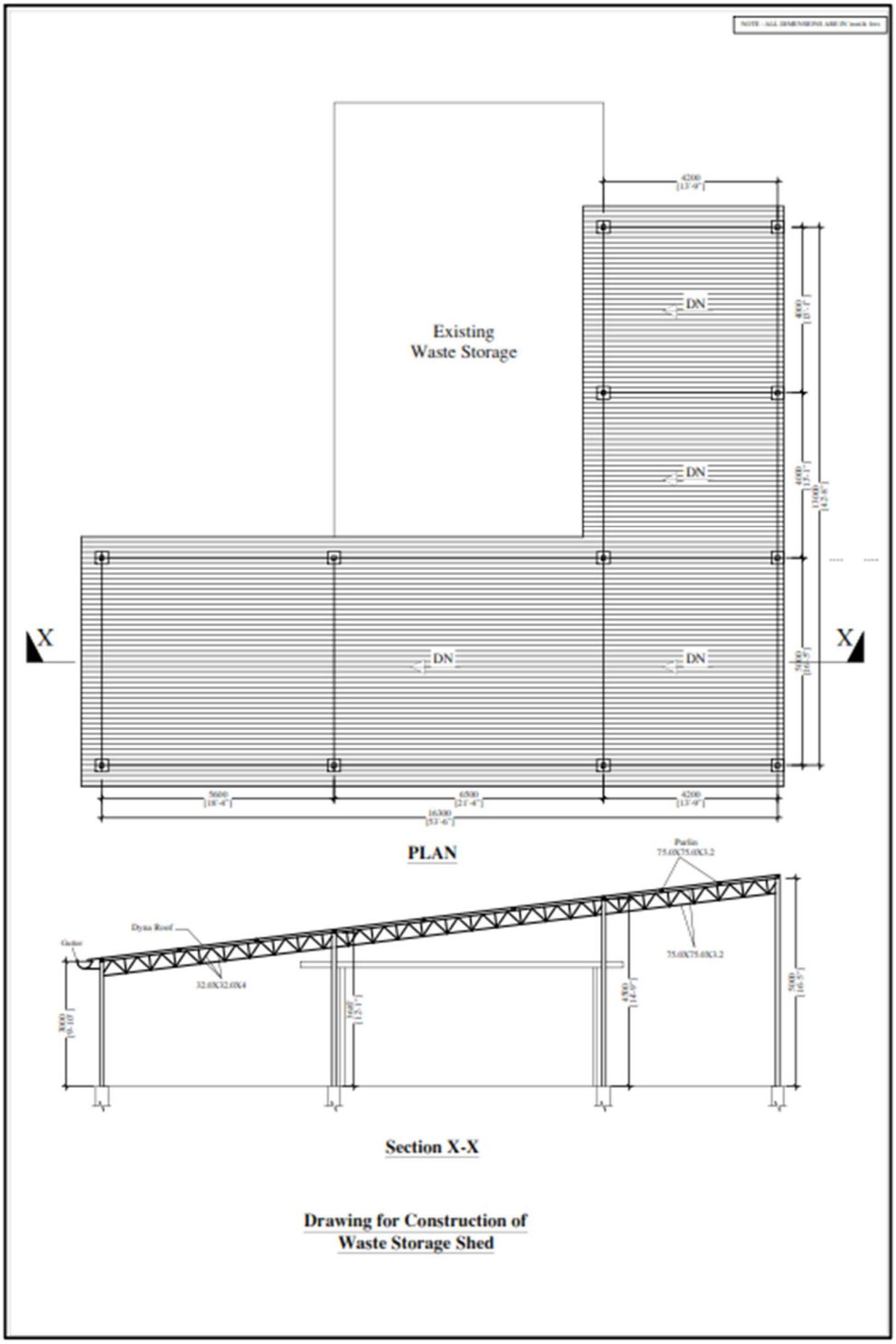
SECTION 5

EMPLOYER'S REQUIREMENT

The implementation of "Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial" is required as insisted by the Mizoram Pollution Control Board (MPCB), following their inspection on 3rd July 2025. Aizawl Smart City Limited (ASCL) is required to strictly adhere to MPCB's instructions for adding mandatory components like Waste Storage Shed, Garland Drains & Settling Tanks, improved Storage Facility, Fencing, and Conveyor Belt, failing which the plant's Consent to Operate (CTO) and Authorization may be revoked.

Aizawl Smart City Limited (ASCL) is taking prompt action on the instructions issued by the Mizoram Pollution Control Board (MPCB) by initiating the procurement process for up-gradation of existing Common Bio-Medical Waste Treatment Facility at Tuirial. The required designs and drawings along with detailed estimates were prepared, which has been formally reviewed and approved the Board of Directors in its meeting held on 29th September 2025. This is essential to ensure full regulatory compliance, maintain the plant's operational authorization, and enhance the facility's overall environmental safety and efficiency.

The specifications and quantities for the required components are given in Volume-II (Price Bid) of the bidding document. The drawing (plan & elevation) for the Waste Storage Shed, is provided below.


Existing
Waste Storage
DN
X
X
PLAN
Purlin
75.0X75.0X3.2
Dyna Roof
Gutter
32.0X32.0X4
75.0X75.0X3.2
Section X-X
Drawing for Construction of
Waste Storage Shed

Personnel Requirements

Using Form PER-1 and PER-2 in Section 4 (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following minimum requirements:

Sl. No.	Position	No	Experience In Similar Work [years]
1	Project Manager	1	5
2	Graduate Civil Engineer	1	3
3	Junior Engineer	1	2

Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Reversible Drum Concrete Mixer	1 Nos
3	Weigh Batchers	3 Nos
4	Shutter Vibrator	3 Nos
5	Needle Vibrator	3 Nos
6	Trucks (10 Tons)	2 Nos
7	Generator 40 KVA or above	2 Nos

Section 6 - General Conditions of Contract

Name of Employer: **Aizawl Smart City Limited, Urban Development & Poverty Alleviation Department, Government of Mizoram**

Name of Contract: **Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial**
Contract Package No.: MZ-AIZ-121/BMWTP/02

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1[Appointment of Adjudicator] hereunder.

(d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(e) **Compensation Events** are those defined in GCC 51.1 hereunder.

(f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager/CEO, in accordance with GCC 69.1 [Completion].

(g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.

(h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.

(i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

(j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(k) **Days** are calendar days; months are calendar months.

(l) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(m) A **Defect** is any part of the Works not completed in accordance with the Contract.

(n) The **Defects Liability Certificate** is the certificate issued by Project Manager/CEO upon correction of defects by the Contractor.

(o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.

(p) **Drawings** include calculations and other information provided or approved by the Project Manager/CEO for the execution of the Contract.

(q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC.**

(r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

(t) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

(u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager/CEO by issuing an extension of time or an acceleration order.

(w) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.

(x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(y) "**Party**" means the Employer or the Contractor, as the context requires.

(z) **PCC** means Particular Conditions of Contract

(aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(bb) **Chief Executive Officer (CEO)** is a person appointed by the Government of Mizoram as the head of Aizawl Smart City Limited and is referred to as CEO, a short form, in the rest of contract agreement.

(cc) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager/ Chief Executive Officer) who is responsible for supervising the execution of the Works and administering the Contract.

(dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].

(ee) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates

and/or prices.

(ff) The **Site** is the area defined as such in the **PCC**.

(gg) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(hh) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager/ Chief Executive Officer.

(ii) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(jj) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(kk) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(ll) A **Variation** is an instruction given by the Project Manager/ Chief Executive Officer which varies the Works.

(mm) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC.**

2. Interpretation

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager/ Chief Executive Officer shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Contract Agreement,

(b) Letter of Acceptance,

(c) Letters of Technical Bid and Price Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract,

(f) Specifications,

(g) Drawings,

(h) Completed Activity Schedules or Bill of Quantities, and

(i) Any other document listed in the **PCC** as forming part of the

Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract is English.

4. Contract Agreement

4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

5. Assignment

5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and

(b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

6. Care and Supply of Documents

6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it

receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

8. Compliance with Laws

8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.

8.2 Unless otherwise stated in the Particular Conditions:

(a) the Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country/State (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;

(b) the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas/Inner Line Permit (ILP) for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under Sub-Clause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Sub-Clause 8.1 hereof.

9. Joint and Several Liability

9.1 If the Contractor is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, unless otherwise specified in the **PCC**, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Employer.

10. Project Manager's/ Chief Executive Officer's Decisions

10.1 Except where otherwise specifically stated, the Project Manager/ Chief Executive Officer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation

11.1 The Project Manager/ Chief Executive Officer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

12. Communica-

12.1 Communications between parties that are referred to in the Conditions

tions

shall be effective only when in writing. A notice shall be effective only when it is delivered.

13. Subcontracting

13.1 The Contractor may subcontract with the approval of the Project Manager/ Chief Executive Officer, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

14. Other Contractors

14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

15. Personnel and Equipment

15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager/ Chief Executive Officer. The Project Manager/ Chief Executive Officer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

15.2 If the Project Manager/ Chief Executive Officer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

15.3 If the Employer, Project Manager/ Chief Executive Officer or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

16. Employer's and Contractor's Risks

16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

17. Employer's Risks

17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

18. Contractor's Risks

18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

19. Insurance

19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, the Contractor All Risk Insurance, cover from the Start Date to the end of the Defects Liability Period.

19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager/ Chief Executive Officer for the Project Manager's/ Chief Executive Officer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager/ Chief Executive Officer.

19.5 Both parties shall comply with any conditions of the insurance policies.

20. Site Investigation Reports

20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC,** supplemented by any information available to the Contractor.

21. Contractor to Construct the Works

21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

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

22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager/ Chief Executive Officer, and complete them by the Intended Completion Date.

23. Designs by Contractor and Approval by the Project

23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the

Manager/ Chief Executive Officer

permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager/ Chief Executive Officer, who is to approve them if they comply with the Specifications and Drawings.

23.3 The Contractor shall be responsible for design of Temporary Works.

23.4 The Project Manager's/ Chief Executive Officer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager/ Chief Executive Officer before this use.

24. Safety

24.1 The Contractor shall be responsible for the safety of all activities on the Site.

25. Discoveries

25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager/ Chief Executive Officer of such discoveries and carry out the Project Manager's/ Chief Executive Officer's instructions for dealing with them.

26. Possession of the Site

26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

27.1 The Contractor shall allow the Project Manager/ Chief Executive Officer and any person authorized by the Project Manager/ Chief Executive Officer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

28. Instructions, Inspections and Audits

28.1 The Contractor shall carry out all instructions of the Project Manager/ Chief Executive Officer which comply with the applicable laws where the Site is located.

28.2 If required, the Contractor shall allow third party inspections for quality control as instructed by the Aizawl Smart City Limited.

28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

29. Appointment of the Adjudicator

29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request

the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

30. Procedure for Disputes

30.1 If the Contractor believes that a decision taken by the Project Manager/ Chief Executive Officer was either outside the authority given to the Project Manager/ Chief Executive Officer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's/ Chief Executive Officer's decision.

30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

30.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC,** together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

B. Staff and Labor

31. Forced Labor

31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor–contracting arrangements.

32. Child Labor

32.1 The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age specified under applicable law. Where laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

33. Workers' Organizations

33.1 If the national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. If the national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding

working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

34. Non-Discrimination and Equal Opportunity

34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. If the national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

34.2 Health & Safety: The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment. The Contractor shall conduct, at least twice in a year, health and safety programs for workers employed under the project, and to members of the local communities surrounding the Project area, particularly women, and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.

34.3 The Contractor shall comply with all relevant (a) labor laws and regulations applicable to the Contractors personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws, and incorporate applicable workplace occupational safety norms. The Contractor shall allow freedom of association and effectively recognize the right to collective bargaining.

C. Time Control

35. Program

35.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager/ Chief Executive Officer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

35.3 The Contractor shall submit to the Project Manager/ Chief Executive Officer for approval an updated Program at intervals no longer than the period stated in the **PCC.** If the Contractor does not submit an updated

Program within this period, the Project Manager/ Chief Executive Officer may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager/ Chief Executive Officer

35.4 The Project Manager's/ Chief Executive Officer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager/ Chief Executive Officer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

36. Extension of the Intended Completion Date

36.1 The Project Manager/ Chief Executive Officer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

36.2 The Project Manager/ Chief Executive Officer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager/ Chief Executive Officer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager/ Chief Executive Officer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

38. Delays Ordered by the Project Manager/ Chief Executive Officer

38.1 The Project Manager/ Chief Executive Officer may instruct the Contractor to delay the start or progress of any activity within the Works.

39. Management Meetings

39.1 Either the Project Manager/ Chief Executive Officer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

39.2 The Project Manager/ Chief Executive Officer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager/ Chief Executive Officer either at the management meeting or after the management meeting and stated in writing to all who attended

the meeting.

40. Early Warning

40.1 The Contractor shall warn the Project Manager/ Chief Executive Officer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager/ Chief Executive Officer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

40.2 The Contractor shall cooperate with the Project Manager/ Chief Executive Officer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager/ Chief Executive Officer

D. Quality Control

41. Identifying Defects

41.1 The Project Manager/ Chief Executive Officer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager/ Chief Executive Officer may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager/ Chief Executive Officer considers may have a Defect.

42. Tests

42.1 If the Project Manager/ Chief Executive Officer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

43. Correction of Defects

43.1 The Project Manager/ Chief Executive Officer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's/ Chief Executive Officer's notice.

44. Uncorrected Defects

44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's/ Chief Executive Officer's notice, the Project Manager/ Chief Executive Officer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control

45. Contract Price

45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the

rate in the Bill of Quantities for each item.

45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

46. Changes in the Contract Price

46.1 In the case of an admeasurement contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities by less than 25 percent of the Initial Contract Price, the Project Manager/ Chief Executive Officer shall adjust the rate/price to allow for the change.

(b) The Project Manager/ Chief Executive Officer shall not adjust rates/price from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager/ Chief Executive Officer, the Contractor shall provide the Project Manager/ Chief Executive Officer with a detailed cost breakdown of any rate in the Bill of Quantities.

46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

47. Variations

47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

47.2 The Contractor shall provide the Project Manager/ Chief Executive Officer with a quotation for carrying out the Variation when requested to do so by the Project Manager/ Chief Executive Officer The Project Manager/ Chief Executive Officer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager/ Chief Executive Officer and before the Variation is ordered.

47.3 If the Contractor's quotation is unreasonable, the Project Manager/ Chief Executive Officer may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

47.4 If the Project Manager/ Chief Executive Officer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager/ Chief Executive Officer, the quantity of work above the limit stated in GCC46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager/ Chief Executive Officer with an updated cash flow forecast.

49. Payment Certificates

49.1 The Contractor shall submit to the Project Manager/ Chief Executive Officer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

49.2 The Project Manager/ Chief Executive Officer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

49.3 The value of work executed shall be determined by the Project Manager/ Chief Executive Officer

49.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

49.6 The Project Manager/ Chief Executive Officer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

50. Payments

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager/ Chief Executive Officer within 28 days of the date of each certificate.

50.2 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

51.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager/ Chief Executive Officer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager/ Chief Executive Officer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager/ Chief Executive Officer unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager/ Chief Executive Officer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager/ Chief Executive Officer unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager/ Chief Executive Officer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager/ Chief Executive Officer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager/ Chief Executive Officer shall adjust the Contract Price based on the Project Manager's/ Chief Executive Officer's own forecast. The Project Manager/ Chief Executive Officer shall assume that the Contractor shall react competently and promptly to the event.

51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager/ Chief Executive Officer.

52. Tax

52.1 The Project Manager/ Chief Executive Officer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.

53. Retention

53.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.

53.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager/ Chief Executive Officer, in accordance with GCC 66.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager/ Chief Executive Officer has certified that all Defects notified by the Project Manager/ Chief Executive Officer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

54. Liquidated Damages

54.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date or the Intended Date of achievement of Milestone based on the work program set forth. The total amount of liquidated damages shall not exceed the amount defined in the **PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

54.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager/ Chief Executive Officer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

55. Advance Payment

55.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC,** against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

55.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager/CEO.

55.3 The advance payment shall be repaid by deducting proportionate

amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

56. Securities

56.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **PCC,** by a bank acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

57. Dayworks

57.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager/CEO has given written instructions in advance for additional work to be paid for in that way.

57.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager/CEO. Each completed form shall be verified and signed by the Project Manager/ Chief Executive Officer within two days of the work being done.

57.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

58. Cost of Repairs

58.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Force Majeure

59. Definition of Force Majeure

59.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

(a) which is beyond a Party's control,

(b) which such Party could not reasonably have provided against before entering into the Contract,

(c) which, having arisen, such Party could not reasonably have avoided or overcome, and

(d) which is not substantially attributable to the other Party.

59.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,

(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and

(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

60. Notice of Force Majeure

60.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

60.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

60.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

61. Duty to Minimize Delay

61.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

61.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

62. Consequences of Force Majeure

62.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub-Clause 60 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub-Clause 30.1 [Procedure for Disputes] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under GCC Sub-Clause 36 [Extension of the Intended Completion Date], and

(b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of GCC Sub-Clause 59.2 [Definition of Force Majeure] and, in the case of sub-paragraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Sub-Clause 19 [Insurance].

63. Force Majeure Affecting Subcontractor

63.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the

Contractor's non-performance or entitle him to relief under this Clause.

64. Optional Termination, Payment and Release

64.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Sub-Clause 60 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Sub-Clause 70.5 [Termination].

64.2 Upon such termination, the Project Manager/ Chief Executive Officer shall determine the value of the work done and issue a Payment Certificate which shall include:

(a) the amounts payable for any work carried out for which a price is stated in the Contract;

(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

(c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

(e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

65. Release from Performance

65.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub-Clause 64 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Sub-Clause 64.

G. Finishing the Contract

66. Completion

66.1 The Contractor shall request the Project Manager/ Chief Executive Officer to issue a certificate of Completion of the Works, and the Project Manager/ Chief Executive Officer shall do so upon deciding that the work is completed.

67. Taking Over

67.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

68. Final Account

68.1 The Contractor shall supply the Project Manager/ Chief Executive Officer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager/ Chief Executive Officer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager/ Chief Executive Officer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager/ Chief Executive Officer shall decide on the amount payable to the Contractor and issue a payment certificate.

69. Operating and Maintenance Manuals

69.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC.**

69.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 69.1**,** or they do not receive the Project Manager's/ Chief Executive Officer's approval, the Project Manager/ Chief Executive Officer shall withhold the amount stated in the **PCC** from payments due to the Contractor.

70. Termination

70.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

70.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager/ Chief Executive Officer;

(b) the Project Manager/ Chief Executive Officer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager/ Chief Executive Officer is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's/ Chief Executive Officer 's certificate;

(e) the Project Manager/ Chief Executive Officer gives Notice that failure to correct a particular Defect is a fundamental breach of

Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager/ Chief Executive Officer;

(f) the Project Manager/ Chief Executive Officer gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub-Clause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager/ Chief Executive Officer;

(g) the Contractor does not maintain a Security, which is required;

(h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**; and

(i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 71 [Fraud and Corruption].

70.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager/ Chief Executive Officer for a cause other than those listed under GCC 70.2 above, the Project Manager/CEO shall decide whether the breach is fundamental or not.

70.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

71. Fraud and Corruption

71.1 It is the Employer's policy to require that Employers as well as Contractor observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
iii. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

71.2 The Employer may terminate the contract if it determines at any time that the Contractor is engaged in corrupt, fraudulent, collusive or coercive practices during the execution of that contract.

71.3 The Employer may also sanction against the Contractor, including declaring the Firm ineligible, either indefinitely or for a stated period of

time, if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in executing the contract

72. Payment upon Termination

72.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager/CEO shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

72.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager/CEO shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

73. Property

73.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

74. Release from Performance

74.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager/CEO shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

Section 7 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is Aizawl Smart City Limited, Urban Development and Poverty Alleviation Department, Government of Mizoram.
GCC 1.1 (v)	The Intended Completion Date for the whole Works shall be up to 31st March 2026 from the date of issuance of Notice to Proceed.
GCC 1.1 (bb)	Chief Executive Officer, ASCL. Street Address: Urban Resource Centre, Opposite to Directorate of Anti Corruption Bureau, MINECO, Aizawl, Mizoram ZIP Code: 796 005 Country: India Telephone: : 0389-2336012 Email: smartcityaizawl@gmail.com
GCC 1.1 (ff)	The Site is located at Aizawl
GCC 1.1 (ii)	The Start Date shall be within 14 days of issuance of Notice to Proceed.
GCC 1.1 (mm)	The Works consist of Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial
GCC 11.1	The Chief Executive Officer may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: Not applicable
GCC 20.1	The Contractor is advice to visit/investigate the site before preparation of bid and rely on its finding.
GCC 26.1	The Site Possession Date shall be: The date when the Employer informs the Contractor to possess the site.
GCC 29.1	Appointing Authority for the Adjudicator Secretary, Urban Development & Poverty Alleviation Department, Govt. of Mizoram.
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of Rs 1000. Reimbursable expenses shall be per diem, cost of travelling in connection to the duty under the contract, local conveyance and cost of preparation of report.
GCC 30.4	Institution whose arbitration procedures shall be used: Arbitration shall be conducted in accordance with the laws of India The place of arbitration shall be Aizawl, Mizoram, India.
B. Staff and Labor	
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 35.3	The period between Program updates is 60 days. The amount to be withheld for late submission of an updated Program is INR 1 lacs.

D. Quality Control	
GCC 43.1	The Defects Liability Period is 356 days.
E. Cost Control	
GCC 52	Add GCC 52.2 (i) The rates quoted by the contractor shall be deemed to be inclusive of all the prevailing taxes that the contractor has to pay for performance of this contract. The Employer shall perform such duties in regard to the deduction of such taxes as per statutory deduction requirements at the source of payment as per applicable rules.
GCC 53.1	The proportion of payments retained is 5%
GCC 54.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 55.1	The Advance Payments shall be 10% of the contract price and shall be paid in two installments; 1) First installment of 5% is payable to the contractor not later than 28 days after submission of Mobilization Advance Payment Bank Guarantee of equivalent amount. 2) Second installment of 5% is payable after contractor mobilized equipment & personnel at site which has to be certified by ASCL/PMC Engineer and after submission of Mobilization Advance Payment Bank Guarantee of equivalent amount.
GCC 55.3	Repayment of the Advance Payments from each payment certificate shall be: As decided by Chief Executive Officer.
GCC 56.1	The Performance Security amount is 5 % of the Contract Price.
G. Finishing the Contract	
GCC 69.1	The date by which operation and maintenance a manual is to be supplied by the Contractor is 35 days ahead of issue of Completion Certificate. The date by which “as built” drawings are required is 35 days ahead the issue of Completion Certificate.
GCC 69.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 69.2 is INR 1 lacs.
GCC 70.2 (h)	The maximum number of days is 50.
GCC 72.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%

Section 8 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance 2

Contract Agreement 3

Performance Security 4

Advance Payment Security 5

Letter of Acceptance

[on letterhead paper of the Employer]

. . . . . *date*. . . . . .

To: . . . . . *name and address of the Contractor* . . . . . .

Subject: . . . . . *Notification of Award Contract No*. . . . . .

This is to notify you that your Bid dated . . . . *date*. . . . consisting of the Technical and Price Bids for execution of the . . . . . .*name of the contract and identification number, as given in the Bid Data Sheet* . . . . . for the Accepted Contract Amount of the equivalent of . . . . . .*amount in numbers and words and name of currency* . . . . . ., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that _____*[insert the name of Adjudicator proposed by the Bidder]*be appointed as the Adjudicator.

[or]

We do not accept that _____*[insert the name of the Adjudicator proposed by the Bidder]*be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____*[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . *name of the Employer. . . . .* (hereinafter "the Employer"), of the one part, and . . . . . *name of the Contractor. . . .* .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . *name of the Contract. . . . .*should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Contract Agreement,

   (b) the Letter of Acceptance,

   (c) the Letters of Technical Bid and Price Bid,

   (d) the Particular Conditions of Contract,

   (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,

   (f) the General Conditions of Contract,

   (g) the Specifications,

   (h) the Drawings,

   (i) the Completed Activity Schedules or Bill of Quantities, and

   (j) any other document listed in the **PCC** as forming part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *name of the borrowing country. . . . .*on the day, month and year indicated above.

Signed by	Signed by .....
for and on behalf of the Employer in the presence of	for and on behalf the Contractor in the presence of
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Performance Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: .....*Name and Address of Employer*.....

Date:.....

Performance Guarantee No.: .....

We have been informed that . . . . . *name of the Contractor*. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the Contract*. . . . . dated . . . . . .with you, for the execution of . . . . . *name of contract and brief description of Works*. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . *name of the Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures*[1]. . . . . (. . . . . *amount in words*. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , ... [2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458[3], except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

. . . . . .
Seal of Bank and Signature(s)

- Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

[1] *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.*

[2] *Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

[3] *Or 758 as applicable*

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.

Advance Payment Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: ..... *Name and Address of Employer* .....

Date: .....

Advance Payment Guarantee No.: .....

We have been informed that . . . . . *name of the Contractor*. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the Contract*. . . . . dated . . . . . .with you, for the execution of . . . . . *name of contract and brief description of Works*. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . *name of the currency and amount in figures*[1]. . . . . (. . . . . *amount in words*. . . . .) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . *name of the Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures*[1]. . . . . (. . . . . *amount in words*. . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . *Contractor's account number*. . . . . at . . . . . *name and address of the Bank*. . . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the . . day of . . . . . ., . . .[2], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458[3].

. . . . . .

Seal of Bank and Signature(s)

- Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

[2] *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.*

[3] *Or 758 as applicable.*

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.

BIDDING DOCUMENT

For

Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial

VOLUME-II

(Price Bid)

Issued on	**:**	**24th October 2025**
Invitation for Bids No	**:**	**No. No. F.23016/10/2025/CEO (Mod A-14)/ASCL/PT/18**
Package No	**:**	**MZ-AIZ-121/BMWTP/02**
State	**:**	**MIZORAM**
Country	**:**	**INDIA**

AIZAWL SMART CITY LIMITED, AIZAWL

Price Bid

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Price Bid.

Table of Forms

Letter of Price Bid **2**

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FORMLETTER OF FINANCIAL BID

Name of Work: Up-gradation of Common Bio-Medical Waste Treatment Facility at Tuirial
Bid No: MZ-AIZ-121/BMWTP/02

To
The Chief Executive Officer,
Aizawl Smart City Ltd.
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 Rs. _____/- (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. Our Bid shall be valid for a period of 70 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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.....

Schedules
Bill of Quantities

Preamble

(A) General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

2. For the construction of works, the quantities given in the Bill of Quantities are estimated quantities, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the agreed individual item rates. Bills will be raised monthly. The method of measurement shall be as per norms laid out by the Bureau of Indian Standard's publication IS: 1200 (Latest Editions with updated amendments).

3. A rate or price shall be entered against each item in the Priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a price or rate shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4. The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

5. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

6. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract. Import duty and excise duty on materials and goods to be imported shall not be included in the Unit Rates

7. Arithmetic errors will be corrected by the Employer as follows:
    a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
    b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
    c. if there is a discrepancy between words and figures, the Amount (In INR) in words shall prevail, unless the Amount (In INR) expressed in words is related to an

arithmetic error, in which case the Amount (In INR) in figures shall prevail subject to (a) and (b) above.

8. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

(B) Work Items

The Bill of Quantities contains Schedules as at the next page:

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY

ABSTRACT OF COSTS

Sl. No.	Item	Amount
1	Waste Storage Shed	
2	Garland Drains & Settling Tanks	
3	Storage Facility	
4	Fencing	
5	MR ITEM (Conveyor Belt)	
	Grand Total	
	Say	

(Rupees _____ only)

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY - FOR CONSTRUCTION OF WASTE STORAGE SHED.

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
1	Earthwork in excavation in foundation trenches or drains etc. *(not exceeding 1.5m in width or 10sqm on plan)* including dressing of sides and ramming of bottoms, lift upto 1.5m including getting out excavated soil and disposal of surplus excavated soil as directed within a lead of 50 metres. **(a)** Ordinary Soil.					
	Vertical Post Foundations	12	1.920	m^3		
			1.920	**m^3**		
2	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - All work upto plinth level:					
	(a) 1:1.5:3 *(1 cement : 1.5 coarse sand : 3 stone aggregate 20mm nominal size).*					
	Vertical Post Foundations	12	0.540	m^3		
			0.540	**m^3**		
3	Steel work in built up tubular *(round, square or rectangular hollow tubes etc.)* trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.					
	Vertical Posts *(100.0 x 100.0 x 6.0 mm)*	2	6.000	m		
		2	7.380	m		
		4	18.000	m		
		4	20.000			
			51.380	m		
	Weight of Steel	@	**872.432**	**kg**		
	Rafter Members *(75x 75 x 3.2 mm)*	8	132.000	m		
		8	332.000	m		
		8	40.000			
		12	50.400			
			554.400	m		
	Weight of Steel	@	**3,886.344**	**kg**		
	(32 x 32 x 4mm)	116	40.600	m		
		216	101.520	m		
		140	49.000	m		
		252	191.120	m		
	Weight of Steel	@	**609.67**	**kg**		
	Purlins *(75.0 x 75.0 x 3.2 mm)*	4	20.00	m		
		2				
	Weight of Steel	@	**140.20**	**kg**		
	Total Weight of Steel		**5,508.65**	**kg**		
4	Providing Trapezoidal Polyester Coated Galvanised Steel Sheets Roofing of any colour of 1.06m width at all levels including fitting and fixing ridging with self drilling , self tapping screws, EPDM washers etc. complete excluding the cost of purlin, rafter and trusses.					
	(ii) For 0.50 mm thick.					
	Roof	1	93.50	m^2		
		1	45.00	m^2		
			138.50	**m^2**		
					Total	
					Say	

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
(Rupees _____ only)						

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY - FOR GARLAND DRAIN AND SETTLING TANK WITH STONE PITCHING

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
1	Earthwork in excavation in foundation trenches or drains etc. (not exceeding 1.5m in width or 10sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5m including getting out excavated soil and disposal of surplus excavated soil as directed within a lead of 50 metres. (a) Ordinary Soil.					
	Garland Drain	1	4.5			
	Settling Tank	1	0.34			
			4.84	**m^3**		
2	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - All work upto plinth level:					
	(a)1:1.5:3 (1 cement :1.5 course sand :3 stone aggregate 20mm nominal size)					
	Garland Drain	1	1.5			
	Settling Tank	1	0.03			
			1.53	**m^3**		
3	Back filling behind abutment, wing wall and return wall complete as per drawing and Technical Specification.					
	(a)Gravelly material.	1	**0.07**	**m^3**		
4	Back filling behind abutment, wing wall and return wall complete as per drawing and Technical Specification.					
	(b)Sandy material.	1	**0.07**	**m^3**		
5	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering , finishing and reinforcement in -					
	(a) 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size)					
	Garland Drain wall	2	3.00			
	Garland Drain base	1	1.50			
	Settling Tank	4	0.18			
		2	0.02			
			4.70	**m^3**		
6	Centering and shuttering including strutting, propping etc. and removal of form for all heights					
	(b)Walls including attached pillasters, buttresses, string courses, etc.					
	Drain wall	2	**30.00**	**m^2**		
7	Steel reinforcement for RCC work including straighthening, cutting, bending, placing in position and binding all complete					

	(b)Thermo-Mechanically Treated bars of grade Fe-500 or more.					
		4.70	**470.00**	**Kg**		
					Total	
					Say	

(Rupees _____ only)

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY - FOR IMPROVING TEMPORARY UNTREATED WASTE STORAGE FACILITY

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
1	Half brick masonry with first class brick in superstructure above plinth level upto floor V level					
	(a) in cement moratar 1:3 (1 cement : 3 coarse sand)					
	Wall	1	4.86			
		1	4.26			
		1	3.42			
			12.54	**m^2**		
2	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete					
	Wall	1	9.5175			
		1	8.3425			
		1	6.6975			
			24.5575	**m^2**		
3	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer					
	(a)Using M.S angles (40x40x6)mm for diagonal braces					
	Gate	1	**2.82**	**m^2**		
					Total	
					Say	

(Rupees _____ only)

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY - FOR FENCING

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
1	1.8m high polysteel goat proof fencing with 2.4m angle iron posts 50 x 50 x 6mm size placed 2.0m apart embedded in cement concrete block 1:3:6 (1 cement : 3 sand : 6 stone aggegate) of size 25 x 25 x 60 cm fixing with nails and wire etc. including earthwork complete.					
	Fencing	1	**100**	rm		
					Total	
					Say	

(Rupees _____ only)

UP-GRADATION OF COMMON BIO-MEDICAL WASTE TREAMENT FACILITY - Market Rate Item

Sl No	Description	No	Quantity	Unit	Rate	Amount
1	*2*	*3*	*7*	*8*	*9*	*10*
MR	Conveyor Belt • 1 mtr width 4 ply with Geard motor Drive RPM Regulated 12 to 15m Length heavy duty Structure plant in side cover sheet installation • Power - each conveyor belt 5 hp 3 ph reduction RPM (5HP)	1	**1.00**	**No.**		

(Rupees _____ only)