

Developing the viewing area for the
Nohkalikai Water falls (Wahkaliar ViewPoint)

BID DOCUMENTS

DIRECTOR OF TOURISM, MEGHALAYA SHILLONG.

**Developing the viewing area for the
Nohkalikai Water falls(Wahkaliar ViewPoint)
MEGHALAYA.**

Contents of Tender Document

Section I	Instruction to Bidders (ITB)
Section II	Bid Data Sheets (BDS)
Section III	Evaluation and Qualification Criteria - Bidding Forms
Section IV	Bidding Forms
Section V	Eligible Countries
Section VI	Bank Policy-Corrupt and Fraudulent Practices
Section VII	Work Requirements
Section VIII	General Conditions of Contract
Section IX	Particular Conditions of Contract
Section X	Contract Forms

GOVERNMENT OF MEGHALAYA
DIRECTORATE OF TOURISM
Meghalaya Ecotourism Infrastructure Development Project (MEIDP)

IFB No.: M/D Tour/Tech/NDB/90/2025/5

Dated :11th December 2025

OPEN COMPETITIVE BIDDING
(Two-Envelope Bidding Process with e-Procurement)

Name of Work	Developing the viewing area for the Nohkalikai Water falls (Wahkaliar ViewPoint), Meghalaya.
Period of Sale of Bidding Document	FROM 11 th December 2025, AT 16:00 HOURS
	27 th January 2026 AT 16:00 HOURS
Time and Date of Pre-Bid Conference	7 th January 2026, AT 13:30 HOURS
Last Date and Time for Receipt of Bids	To 27 th January 2026, AT 16:00 HOURS
* Time and Date of Opening Bids – Technical Part	28 th January 2026, AT 16:00 HOURS
Place of Opening of Bids	Office of Directorate of Tourism, Shillong- 793001 Meghalaya
Officer Inviting Bids	Director of Tourism, Shillong, Meghalaya

****Submission of original documents like bid security, demand draft, affidavit etc. and 1 (one) copy of all documents uploaded in e-procurement Should be within 7 days after the last date and time of bid Submission.***

¹The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.

INVITATION FOR BID

(IFB)

GOVERNMENT OF MEGHALAYA
Meghalaya Ecotourism Infrastructure Development Project (MEIDP)
INVITATIONS FOR BIDS (IFB)
E-Procurement Notice
(Two Envelope Bidding Process with e-Procurement)

OPEN COMPETITIVE BIDDING

1. The Government of India has applied for financing from the New Development Bank (NDB) towards the cost of Meghalaya Ecotourism Infrastructure Development Project (MEIDP) and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below.
2. Bidding will be conducted through Open Competitive Bidding procedures following India country procurement system and complying with NDB procurement policy. Bidding is open to all eligible bidders from the NDB member countries.
3. Bidders from the NDB member countries should, however, be registered with the Government of Meghalaya, Public Works Department. Bidders who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.**
4. The Office of Directorate of Tourism (**Project Implementing Unit**) invites online bids for the construction of works detailed below in the Table 1. The bidders may submit bids for any or all of the works indicated therein.
5. Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so provided those discounts are included in the Letter of Bid.
6. Bidding documents are available online on <https://meghalayatenders.gov.in> from **11th December 2025 at 16:00 hours to 27th January, 2026 at 16:00 hours** for a non-refundable fee as indicated in the table, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Shillong in favor of the Director of tourism, Meghalaya, Shillong (Demand draft is to be submitted subsequently as per the procedure described in paragraph 10 below). Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) Class III from one of the Certifying Authorities authorized by Government of India for issuing DSC.
8. All Bids must be accompanied by a bid securing declaration specified for the work in the table below. Bid securing declaration will have to be in the forms as specified in the bidding document. Procedure for submission of bid securing declaration is described in Para 10 below.
9. Bids must be submitted online on <https://meghalayatenders.gov.in> on or before the 16:00 hours of **27th January 2026** and the 'Technical Part' of the bids will be opened online on **28th January 2026** at **16:00 hours**. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
10. The bidders are required to submit (a) original demand drafts towards the cost of bid document (b) original bid securing declaration in approved form; and (c) original affidavit regarding correctness of information furnished with a copy of documents uploaded in the e-procure to the Office of Directorate of Tourism, Meghalaya within 7 days after the last date of submission of bids either by registered post/speed post/courier or by hand, failing which the bids will be declared non- responsive and will not be opened.
11. A pre-bid meeting will be held on the **7th January 2026** at the office of the Office of Directorate of Tourism, Shillong- 793001 Meghalaya, India to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre- bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting. The bidders can send their queries in the official mail technical.tourism@gmail.com before the **6th January 2026**.
12. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

TABLE1

Package No	Name of Work	Estimated Contract Value(Rs)	Bid Security * (Rs)	Cost of Document including GST and printing charges (Rs.)	Period of Completion
1	2	3	4	5	6
M/D Tour/Tech/N DB/90/2025/ 5 Dated 11th December 2025	Developing the viewing area for the Nohkalikai Water falls (Wahkaiar ViewPoint)	13.81 Cr.	41.43 lakh	Rs 13,810 including GST and printing	24 Months

Sd/-
Director of Tourism.
Meghalaya, Shillong

2 PART 1 – Bidding Procedures

Section I. Instructions to Bidders

This Section of the Bidding Documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of Contract.

Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section VIII, General Conditions of Contract (GCC), and/or Section IX, Particular Conditions of Contract (PCC). If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders shall not be part of the Contract Agreement and shall cease to have effect once the Contract is signed.

Section 1 - Instructions to Bidders
Table of Clauses

Section I - Instructions to Bidders (ITB)

		A. General
1. Scope of Bid	1.1	The Employer, as indicated in the Bid Data Sheet (BDS), issues this Bidding Document for the procurement of the Works as specified in Section VII (Employer's Requirements) & Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are specified in the BDS.
	1.2	Throughout this Bidding Document: <ul style="list-style-type: none"> (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. Source of Funds	2.1	Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement and as per applicable policies of the New Development Bank. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. Corrupt and Fraudulent Practices	3.1	The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
	3.2	In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

<p>4. Eligible Bidders</p>	<p>4.1</p>	<p>4.1.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV), under an existing agreement, or with the intent to constitute a legally-enforceable joint venture, unless otherwise specified in the BDS.</p> <p>4.1.2 Bids submitted by a joint venture of two or more firms as members when permitted as per BDS ITB Clause 4.1.1 shall comply with the following requirements:</p> <ul style="list-style-type: none"> (a) the bid shall include all the information listed in Bidders Qualification Forms for all the Members. The maximum number of members in the Joint Venture shall be as specified in the BDS; (b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all members; (c) one of the members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members; (d) the member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the member in charge; (e) all members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement [in case of a successful bid]; (f) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; (g) The joint venture agreement should be registered in place specified in BDS so as to be legally valid and binding on members; and (h) a copy of the Joint Venture Agreement entered into by the members shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
-----------------------------------	------------	--

	4.2	<p>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 have a conflict of interest for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or (f) any of its affiliates 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) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; or (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
--	-----	--

	4.3	A Bidder may have the nationality of any member country of NDB, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.
	4.4	A Bidder that has been sanctioned by the Bank shall be ineligible to be prequalified for, bid for, or be awarded a Bank- financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
	4.5	Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
	4.6	Deleted.

	4.7	Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country or governments of member country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country or governments of member country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	4.8	Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request
	4.9	Deleted
5. Eligible Materials, Equipment and Services	5.1.	The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
		B. Contents of Bidding Document

<p>6. Sections of Bidding Document</p>	<p>6.1.</p>	<p>The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1 Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bid Data Sheet (BDS)</p> <p>Section III - Evaluation and Qualification Criteria</p> <p>Section IV - Bidding Forms</p> <p>Section V - Eligible Countries</p> <p>Section VI-Bank Policy-Corrupt and Fraudulent Practices</p> <p>PART 2 Employer's Requirements</p> <p>Section VII – Work Requirements</p> <p>(A) Brief Scope of Works</p> <p>(B) Payment Schedule</p> <p>(C) Architectural Design Basis Report (DBR)</p> <p>(D) Structural DBR</p> <p>(E) MEP DBR</p>
---	-------------	---

		<p>(F) Drawings</p> <p>(G) Technical Specifications</p> <p>(H) List of Approved Makes</p> <p>PART 3 Conditions of Contract and Contract Forms</p> <p>Section VIII - General Conditions of Contract (GCC)</p> <p>Section IX - Particular Conditions of Contract (PCC)</p> <p>Section X - Contract Forms</p>
	<p>6.2.</p>	<p>The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p>
	<p>6.3.</p>	<p>Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p>
	<p>6.4.</p>	<p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as required by the Bidding Documents.</p>

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1.	<p>The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Document may notify the Employer online or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period specified in the BDS. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.</p>
	7.2.	<p>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.</p>
	7.3.	<p>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</p>
		<p>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.</p>
	7.4.	<p>If so, specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	7.5.	<p>The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.</p>

	7.6.	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 uploaded online on e-procurement system. Any modification to the Bidding Documents 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 8 and not through the minutes of the pre-bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding documents.
	7.7.	Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1.	At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.
	8.2.	Any addendum thus issued shall be part of the Bidding Document and shall be deemed to have been communicated to all bidders.
	8.3.	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 22.2
		C. Preparation of Bids
9. Cost of Bidding	9.1.	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.

Developing the viewing area for the Nohkalikai Water falls (Wahkaiar ViewPoint)		
10. Language of Bid	10.1.	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.
11. Documents Comprising the Bid	11.1.	The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
	11.2.	<p>The Technical Part shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Technical Part; (b) completed Schedules, in accordance with ITB 12, as specified in BDS; (c) Bid Security, in accordance with ITB 19; (d) alternative bids – technical part, if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract, if its Bid is accepted; (g) Technical Proposal in accordance with ITB 16; (h) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria; and (i) bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. (j) Any other document required in the BDS. 11.3 the Financial Part shall contain the following: (k) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14; (l) Price Schedule completed online in accordance with ITB 12 and ITB 14; (m) Alternative Bid - Financial Part: if permissible in accordance with ITB 13; and
	11.3.	The Technical Part shall not include any information related to the Bid price. Where mater financial information related to the Bid price is

		contained in the Technical Part the Bid shall be declared non-responsive
	11.4.	The Technical Part shall not include any information related to the Bid price. Where mater financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
	11.5.	The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid
12. Process of Bid Submission	12.1.	The Letter of Bid– Technical Part, Letter of Bid – Financial Part, Schedules, and Price Schedule, shall be prepared using the relevant forms in Section IV (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested
	12.2.	Entire Bid including the Letter of Bid and filled-up Price Schedule shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB clauses 11 and 12.3 should also be uploaded on this website
	12.3.	Submission of Original Documents: The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e- procurement website (if not previously registered) (as per IFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document is not to be submitted.
13. Alternative Bids	13.1.	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.
14. Bid Prices and Discounts	14.1.	The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part, and in the Schedules shall conform to the requirements specified below.
	14.2.	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 (both in figures and words), as identified in Section IV, Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Price Schedule. 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 Price Schedule. Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
	14.3.	The price to be quoted in the Letter of Bid - Financial Part in accordance with ITB 12.1, shall be the total price of the Bid, including any discounts offered.
	14.4.	Deleted
	14.5.	Unless otherwise specified in the BDS and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed
	14.6.	Deleted
	14.7.	All duties, taxes, and other levies payable by the Contract or under the Contract, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

	14.8.	<p>Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.</p> <p>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as perform stipulated in Section IV. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.</p> <p>To the extent the Employer determines the quantity indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities the certificate shall be issued only on request from the contractor when in need and duly certified by the Project Manager.</p> <p>No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.</p> <p>If the bidder has considered the customs/excise duty exemption for</p>
		<p>materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of customs/excise duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.</p> <p>Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.</p>
15. Currencies of Bid and Payment	15.1.	<p>The currency of the bid and the currency of payments shall entirely be Indian Rupees only</p>

16. Documents Comprising the Technical Proposal	16.1.	<p>The Bidder shall furnish a Technical Proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p> <p>The Bidder shall furnish a Technical Proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p>
17. Documents Establishing the Qualifications Of the Bidder	17.1.	<p>To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms</p>
	17.2.	<p>To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV (Bidding Forms).</p>
18. Period of Validity of Bids	18.1.	<p>Bids shall remain valid for 90 days or for a period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.</p>
	18.2.	<p>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. If a bid security is requested in accordance with ITB 19, it shall also be extended for forty-five (45) 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.</p>

	18.3.	If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows: (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS. (b) In case of adjustable price contracts, no adjustment shall be made. (c) In any case, evaluation shall be based on the bid price without taking into consideration the application correction from those indicated above.
19. Bid Security	19.1.	Unless otherwise specified in the BDS, the Bidder shall furnish as part of the Technical Part of its bid, in original form, a bid security for the amount shown in BDS, for this particular work. The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.2 and ITB 11.2
	19.2.	The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms <ul style="list-style-type: none"> (a) An unconditional bank guarantee, issued by a Nationalized/Scheduled bank located in India; (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India; (c) a cashier's or certified check; or demand draft from another security indicated in the BDS (d) In case of a bank guarantee, the bid security shall be submitted using the Bid Security form included in the Section IV (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for forty-five (45) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2
	19.3.	If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive
	19.4.	If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing of the performance security pursuant to ITB 45
	19.5.	If a bid security is specified pursuant to ITB 19.1, the bid security 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

	19.6.	<p>The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid- Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereto provided by the Bidder in accordance with ITB 18.2or (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36 or (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 44; or (ii) furnish a performance security in accordance with ITB 45.
	19.7.	<p>The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.2 and ITB 11.2.</p>
20. Format and Signing of Bid	20.1.	<p>The Bidder shall prepare the Bid as per details given in ITB21.</p>
	20.2.	<p>The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be uploaded along with the Bid</p>
	20.3.	<p>In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives</p>
	20.4.	<p>Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid</p>
	20.5.	<p>The Bidder shall furnish information as described in the letter of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract</p>
		<p>D. Online Submission and Opening of Bids</p>

21. Preparation of Bids	21.1.	Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorized by the Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
	21.2.	The completed bid comprising of documents indicated in ITB12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
	21.3.	All the documents are required to be signed digitally by the bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
	21.4.	Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
22. Deadline for Submission of Bids	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 Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6
23. Late Bids	23.1.	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 Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6

24. Withdrawal, Substitution, and Modification of Bids	24.1.	Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re- submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).
	24.2.	Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened
	24.3.	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 Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6

		E. Public Opening of Technical Parts of Bids
25. Public Opening of Technical Parts of Bids	25.1.	The Employer shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, and such other details as the Employer may consider appropriate will be notified online as Technical Part bid opening summary. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
	25.2.	The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.
		F. Evaluation of Bids – General Provisions
26. Confidentiality	26.1.	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 in accordance with ITB 44.
	26.2.	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.
	26.3.	Notwithstanding ITB 26.2, 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.

27. Clarification of Bids	27.1.	To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid including breakdown of unit rates, giving a reasonable time for response. 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, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36.
	27.2.	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
28. Deviations, Reservations, and Omissions	28.1.	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 with holding 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.
29. Non-conformities, Errors, and Omissions	29.1.	Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid which do not constitute a material deviation, reservation or omission
	29.2.	Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
	29.3.	Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS

	G. Evaluation of Technical Parts of Bids
--	---

30. Evaluation of Technical Parts	30.1.	In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted
31. Determination of Responsiveness	31.1.	The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
	31.2.	<p>A substantially responsive 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:</p> <ul style="list-style-type: none"> (a) if accepted, would; <ul style="list-style-type: none"> (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.
	31.3.	The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission
	31.4.	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
32. Qualification of the Bidder	32.1.	The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria
	32.2.	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder

	32.3.	If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission
	32.4.	Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
33. Subcontractors	33.1.	Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer
	33.2.	The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works
		H.Public Opening of Financial Parts of Bids
34. Public Opening of Financial Parts	34.1.	Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information: <ul style="list-style-type: none"> (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their Financial Part of Bid shall not be opened; and (c) notify them of the date and time for public opening of Financial Parts of the Bids
	34.2.	The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information <ul style="list-style-type: none"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and (c) notify them of the date, time, and place of the second public opening of the Financial Parts of the Bids, as specified in the BD

	<p>34.3. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day</p>
--	--

		I. Evaluation of Financial Parts of Bids
35. Evaluation of Financial Parts	35.1.	To evaluate the Financial Part, the Employer shall consider the following: <ul style="list-style-type: none"> (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Price Schedule but excluding Daywork items, where priced competitively (b) Deleted; (c) price adjustment due to discounts offered in accordance with ITB 14.4 (d) Deleted (e) Price adjustment due to quantifiable non material non-conformities in accordance with ITB 29.3; and (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria
	35.2.	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	35.3.	Deleted
36. Correction of Arithmetical Errors	36.1.	The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction
37. Conversion to Single Currency		Deleted
38. Margin of Preference		Deleted

39. Comparison of Financial Parts	39.1.	The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.1 to determine the lowest evaluated bid.
40. Unbalanced or Front-Loaded Bids	40.1.	If the bid, 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 (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification 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.
41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	41.1.	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 documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.
		J. Award of Contract
42. Award Criteria	42.1.	Subject to ITB 41, the Employer shall award the Contract to the successful Bidder that meets the Qualification Criteria, whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document.
43. Notification of Award	43.1.	Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
	43.2.	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

44. Signing of Contract, Publication of award and Recourse to unsuccessful	44.1.	The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of acceptance. Within 21 days of receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security in accordance with ITB
Bidders		Clause 45 and revised construction methodology. If the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement
	44.2.	The Employer within 3 weeks of issue of notification of award shall publish on https://meghalayatenders.gov.in or on the Employer's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
	44.3.	The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests the Employer in writing to explain on which ground its bid was not selected.
45. Performance Security	45.1.	Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 40.1, using for that purpose the Performance Security and ESHS Security Forms included in Section X (Contract Forms). The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
	45.2.	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. 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.

	45.3.	Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security pursuant to ITB Clause 45.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.4 and 19.5.
46. Adjudicator or Dispute Review Expert	46.1.	The Employer proposes the person named in the BDS to be appointed as Adjudicator (or Dispute Review Expert) under the Contract, at the daily rate specified in the BDS, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder

		disagrees with this proposal, the Bidder should so state in Letter of Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator [or Disputes Review Expert] proposed by the Bidder, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator [or Disputes Review Expert].
47. Compliance to Govt. Regulations Covid-19 & its Variants	47.1	The contractor has to comply to all Central Govt / State Govt regulations, policies, notifications etc, related to measures against Covid-19 & its variants. The Bidder's Lumpsum financial bid is deemed to include the cost involved in complying to those measures.

Section II - Bid Data Sheet (BDS)

A. General

ITB 1.1	The Employer is: Office of Directorate of Tourism, Meghalaya
ITB 1.1	Developing the viewing area for the Nohkalikai Water falls (Wahkaiar ViewPoint) Meghalaya. Identification number of the work is: M/D Tour/Tech/NDB/90/2025/5 Dated: 11 th December 2025.
ITB 2.1	The Borrower is Government of India. The Sub-Borrower is Government of Meghalaya. The Employer is the Office of Directorate of Tourism, Meghalaya
ITB 2.1	The name of the Project is: Meghalaya Ecotourism Infrastructure Development Project (MEIDP) Loan amount: 98.81 Million US Dollar
ITB 4.1.1	<i>Joint Ventures are acceptable</i>
ITB 4.1.2 (a)	Maximum number of members in the JV shall be: Two (02)
ITB 4.1.2(g)	Place where the agreement to form JV to be registered is Shillong, (Meghalaya), India
ITB 4.4	Not applicable

B. Contents of Bidding Documents

ITB 7.1	Electronic –Procurement System The Employer shall use the following electronic-procurement system to manage this Bidding process: https://meghalayatenders.gov.in Requests for clarification should be received by the Employer no later than 14 days prior to deadline for submission of bids.
ITB 7.4	A Pre-Bid meeting shall take place. Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 7 th January 2026 Time: 13:30 Hours Place: Office of Directorate of Tourism Shillong – 793001, Meghalaya, India
ITB 8.1	The addendum will appear on the e-procurement system under Latest Corrigendum and

	email notification is also automatically sent to those bidders who have started working on this tender.
--	---

C. Preparation of Bids

ITB 11.1	As per ITB
-----------------	------------

<p>TB 11.2</p>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>(i) Contractor Registration certificate as per IFB, if applicable</p> <p>(ii) Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. [Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works' Requirements, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.]</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks.</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p>[Note: insert name of plan and specific risk/s];</p> <ul style="list-style-type: none"> • [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic]; • [e.g. Water Resource Protection Plan to prevent contamination of drinking water]; • [e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts]; • [e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit]; • [e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan]. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed</p>
-----------------------	--

	<p>Management Strategies and Implementation Plans described here. [Note: The extent and scope of this requirement should reflect the significant ESHS risks or requirements set out in Section VII as advised by the Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP),</p> <p>Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), upto a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.].</p>
ITB 11.3	Deleted
ITB 12	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 12.3	<p>For submission of original documents within 7 days after the last date of Bid submission, the Employer's address is:</p> <p>Office of Directorate of Tourism, Shillong – 793001, Meghalaya, India</p>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 14.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 45 read with corresponding provisions under PCC and Appendix 2 to SCC.
ITB 18.1	The bid validity period shall be: 120 days.
ITB 18.3 (a)	The factor is 05(five) % per annum.
ITB 19.1	The Bidder shall furnish a bid securing declaration in the format given in Section X (Contract Forms)
ITB 19.2 (d)	Other types of acceptable securities are: Not Applicable
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall

	<p>consist of:</p> <p>(a) <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i></p> <p>(b) <i>In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.”]</i></p>
--	--

D. Online Submission and Opening of Bids

ITB 21.1	Class of DSC required is: Class-III
ITB 22.1	<p>The deadline for uploading of bids is:</p> <p>Date: 27th January 2026.</p> <p>Time: 16:00 Hrs</p>
ITB 24.1	Re-submission of the bid is allowed if withdrawn.

E. Public Opening of Technical Parts of Bids

ITB 25.1	<p>The online bid opening of Technical Par of Bids shall take place at:</p> <p>Office of Directorate of Tourism Shillong – 793001, Meghalaya, India</p> <p>Day: 28th January 2026</p> <p>Time: 16:00 Hrs.</p>
-----------------	--

F. Evaluation of Bids – General Provisions

ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
-----------------	---

G. Evaluation of Technical Parts of Bids

ITB 33.1	Not applicable
ITB 33.2	Not applicable
ITB 33.3	<p>(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: Twenty-Five (25) % of the total contract amount. Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience.</p> <p>b)The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-</p>

	contractors will not be permitted to participate.
	<p>(c) Sub-contractors 'qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p>(d) Vertical splitting of the works shall not be allowed.</p> <p>(b) <i>Note: Work should not be split into small parts and sub-contracted.</i></p>

H. Public Opening of Financial Parts of Bids

ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the place, date and time of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place on:</p> <p>Place: Office of Directorate of Tourism Shillong – 793001, Meghalaya</p> <p>Date & Time: will be notified later</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website https://meghalayatenders.gov.in</p>
---------------------	--

I. Award of Contract

ITB 45.1 and 45.2	<p>The successful Bidder shall also be required to submit Performance Security @ 3% for Civil Works.</p>
ITB 46.1	<p>The Adjudicator proposed by the Employer is:</p> <p>Shri. Winston Churchill Pasweth, Retired Chief Engineer, Govt. of Meghalaya, Health Engineering Wing</p> <p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p>A: Retention Money: Rs.20,000.00 (Rupees twenty thousand) per month for one contract package. Rs.30,000.00 (Rupees thirty thousand) per month for more than one contract package.</p> <p>B: Daily Fee:</p> <p>i. Rupees 4,000/- per day for site visit / meetings at site</p> <p>ii. Rupees 2,000/- per day for meetings at place/s other than site</p> <p>Note: 1. Serving officers of Meghalaya Government (of any department) or of any Government department of other states / Govt. of India cannot be appointed as Adjudicators under the project.</p> <p>2. Retired officers (retired at least three years prior to the invitation for bids) can be considered for the appointment of Adjudicators.</p>

	<p>The biographical data of the proposed Adjudicator is as follows:</p> <ol style="list-style-type: none"> 1. Graduate in Civil Engineering from a recognized institute. 2. Have a minimum experience of twenty-five years in organization /s dealing with construction / Buildings / Airports / Stadiums. 3. Retired not below the rank equivalent to Chief Engineer of PWD/Another department of any State / Govt. of India 4. Empaneled as Arbitrator / Adjudicator / Member or Chairman of Dispute Review Board by any recognized institution like Indian Roads Congress, National Highways Authority of India, SAROD, ICA, institution of Technical Arbitrators, Institution of Engineers etc. 5. The expenses of the Adjudicator shall be borne equally by the contractor and employer. However, payment to the Adjudicator shall be released by the Employer. 50% of the same will be charged by the Employer from the Contractor from his bills or any other amount due.
ITB 47	<p>Successful bidder if belong to Non-Tribal has to obtain the valid Trading License from the concerned Autonomous District Council, in the state of Meghalaya on payment of minimum amount of Rs 20,000.00 only or as applicable at the time of application.</p> <p>In case the bidder is a consortium, at least one of the 2 members of the consortium shall have trading License from the concerned Autonomous District Council.</p>

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 32 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include:

(i) 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, material sourcing and Quality Control/Assurance in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

For this purpose, the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

(ii) an assessment of the details of subcontracting elements of works amounting to more than 10% of the bid price; for each element proposed to be sub-contracted furnish details whether the identified Sub-contractor possesses the required qualifications and experiences to execute that element satisfactorily. [Work should not be vertically split into small parts and sub- contracted].

(iii) Procedure for Technical Evaluation:

The scrutiny of online submission of technical bids will be done at the PIU level (Technical Cell , Tourism Department Shillong). The PIU will check following documents:

1. Firms / individual legal status
2. EPF registration,
3. PAN Certificates
4. GST Registration
5. Work Program and Methodology
6. ESHS implementation Plan
7. Affidavit – for correctness of information
8. Affidavit – for no conflict of interest as per ITB 4.2
9. Turn over papers – 5 years Audited Balance Sheets duly signed by CA
10. List of equipment and personnel.
11. Experience certificates – For similar nature of work, completion certificates signed by officer not below the rank of Executive Engineer
12. List of Balance Works – duly signed by the officer not below the rank of Executive Engineer.

1.2 Multiple Contracts if permitted under ITB 35.3, will be evaluated asunder.

If works are grouped in multiple contracts pursuant to Sub-Clause 35.3 of the Instructions to Bidders, the criteria for qualification will be an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Bid Capacity

Notes: (i) For equipment to be deployed on each contract as per the list provided in this bidding document, successful bidder shall have to submit notarized affidavit, before issue of letter of acceptance by the Employer / Client, stating that the same will be deployed well in time at the commencement of work. (ii) For personnel to be fielded on each contract as per the list provided in this bidding document, successful bidder shall have to submit notarized affidavit, before issue of letter of acceptance by the Employer / Client, stating that the same will be mobilized well in time at the commencement of work.

1.3 Specialized Subcontractors:

(i) If the main contractor fails to associate agency/agencies for execution of specialized/minor components of work within prescribed time or furnishes incomplete details or furnishes details of negligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-charge at the risk and cost of the main contractor.

(ii) In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective Engineer-in- charge of the specialized/minor component of the agreement. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in- charge of respective discipline is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

(iii) The main contractor has to enter into agreement with contractor(s) associated by him for execution of specialized/minor component(s). Copy of such agreement shall be submitted to EE in-charge of each specialized/minor component as well as to EE in-charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

(iv) Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for specialized/minor components shall be made by the Engineer-in-charge of the discipline of specialized/minor component directly to the main contractor.

(v) In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of contractor associated for such specialized/minor component, EE in charge of specialized/minor component shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the contractor associated for specialized/minor component as per the terms & conditions of the agreement drawn between main contractor and associate contractor fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associate contractor shall be recovered by EE of major or specialized/minor component from the next RA/final bill due to main contractor as the case may be.

(vi) Separate MOU has to be signed with each of the specialized works with either OEMS or with specialized agencies who have the credentials of executing either one work of 80% value or two work of 60% value or three works of 40% value of the corresponding component of the specialized work in last seven years. MOU should be submitted within one month of the award of work.

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.1. Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Forms ELI –1.1 and ELI- 1.2 With attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3	Bank eligibility	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4.& 4.7.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4	Government Owned Entity	Bidder to meet conditions of ITB Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments
2.2 Historical Contract Non-Performance							
2.2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement by itself or as member to past or existing JV	N/A	Must meet requirement by itself or as member to past or existing JV	N/A	Form CON – 2

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder 3 since 1st January 2014-15	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement by itself or as member to past or existing JV	N/A	Form CON – 2
<p>Note: Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non- performance shall not include contracts where Employer’s decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p> <p>The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.</p>							

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation and Performance							
2.3.1(a)	Financial Capabilities	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as 10% of the project cost only (about 3 months cash flow at peak construction period)for the subject contract(s) net of the Bidders other commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 3.1 with attachments
2.3.1(b)	Financial Capabilities	The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement	Must meet requirement	N/A	N/A	

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
		currently in progress and for future contract commitments					
2.3.1(c)	Financial Capabilities	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last Five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
NOTE: The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the Employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank in India) in form 3.1 A							

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.3.2	Annual Construction Turnover	Achieved in any one financial year (in the last five financial years (FY 2020-21 to FY 2024-25) a minimum annual financial turnover in civil engineering construction work of 40% of the project cost only. [0.4 times the tender value] calculated as total certified payments received for contracts in progress or completed.	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet Seventy five percent (75%) of the requirement	Form FIN - 3.2
<p>Note: At 2020-21 price level. Financial turnover of previous years shall be given weight age @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.</p>							

2.4 Financial Situation and Performance							
2.4.1	General Construction Experience	Experience under construction contracts for similar works such as those pertaining to construction for at least the last five [5] years prior to the bid submission deadline.	Must meet requirement	N/A	Must meet requirement of having executed works of similar nature	N/A	Form EXP – 4.1

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.4.2 (a)	Specific Construction Experience	Bidder should have successfully completed as a prime contractor, JV member or approved sub-contractor, minimum one (1) contract, not less than 40% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Hospitality Building/ Public / institutional Buildings) The similarity shall be based on the physical size, complexity, methods/ technology or other characteristics as described in Section VII, Employer's requirements.	Must meet requirement	Must meet requirement	Must meet requirement for one contract of 25% value	Must meet requirement for one contract of 75% in value	Form EXP 4.2(a). The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.
<p>Note: The value of the completed contract for similar works should not be less than 40% of the estimated contract value of the work for which bids are invited. A work where 90% of contract value is paid is considered as completed.</p> <p>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single</p>							

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated							
Note: For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.							
At 2020-21 price level. Cost of completed works of previous years shall be given weight age @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.							
2.4.2(b)	For a bidder (either individually as a single entity or as a JV member) to qualify for a group of lots (contracts), he must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for all the contracts in question.						
2.4.2(c)	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:</p> <p>Assessed Available bid capacity = (A*N*2-B) Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2020-2021 at the rate of 5% per year), taking into account the completed as well as works in progress).</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (period upto 6 months to be taken as half-year and more than 6 months as one year).</p> <p>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</p> <p>Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>						

Qualification							
S.No.	Subject	Requirement	Single Entity	Joint Venture where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.4.2(d)		Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: - - made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement; - record of poor performance such as abandoning the works, not properly completion or financial failures etc. - consistent history of litigation or arbitration awards against the bidder or any member or the joint venture. - Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the Employer.					

2.1 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

Sl. No	Designation of Personnel	No.	Minimum Educational Qualification	Minimum years of experience	Minimum experience in similar works
1	Project Manager	1 (regular basis)	Degree in civil engineering	08 years	06 years
2	Site Engineer	1 (regular basis)	Degree / Diploma in civil engineering	05 years for degree holder / 07 years for Diploma holder	03 years for degree holder / 05 years for Diploma holder
3	Site Supervisor	1 (regular basis)	Degree / Diploma in civil engineering	05years for degree holder / 07 years for Diploma	03 years for degree holder / 05 years for Diploma
4	Quality Control Expert	1 (intermittent)	Graduate in Civil Engineering	05 years	03 years
5	Electrical Expert	1 (intermittent)	Graduate in Electrical Engineering	05 years	03 years
6	Environmental Expert	1 (intermittent)	Graduate in environmental Science	05 years	03 years

Notes:

Bidder should furnish Curriculum Vitae of positions from Sl.No.1 to 6 with the bid to confirm their meeting the requirements.

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) or persons of the following Government Departments.
- [ii] Without Government permission, any person who retired as gazette officer within the last two years.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.2 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter

No.	Equipment Type and Characteristics	Capacity	Minimum Number required
1	Water Tanker	06 KL	02
2	Concrete Mixture with weighing arrangements	0.4 cum	03
3	Tipppers	05 cum	02
4	Concrete Vibrators	10 Ton	01
5	Hydraulic Excavator	1 cum bucket capacity	01
6	Quality Control Lab		01
7	Spot Mix Plant		01

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

2. Financial Part

2.1 Multiple Contracts if permitted under ITB 35.3 will be evaluated as under.

Deleted

2.2 Other Criteria (if permitted under ITB 35.1 (f))

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply:

- (i) For equipment to be deployed on each contract as per the list provided in this bidding document, successful bidder shall have to submit notarized affidavit, before issue of letter of acceptance by the Employer / Client, stating that the same will be deployed well in time at the commencement of work.
- (ii) For personnel to be fielded on each contract as per the list provided in this bidding document, successful bidder shall have to submit notarized affidavit, before issue of letter of acceptance by the Employer / Client, stating that the same will be mobilized well in time at the commencement of work.

Section IV - Bidding Forms

Letter of Bid – Technical Part

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Identification No.

Dated

2026

To,
Office of Directorate of Tourism
Shillong, Meghalaya
Pin/Postal Code: 793001, India

We, the undersigned, hereby submit our bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:
- (d) Our bid shall be valid for a period of 120 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;
- (e) We accept the appointment of Shri. Winston Churchill Pasweth as the Adjudicator.
- (f) Or we do not accept the appoint of Shri. Winston Churchill Pasweth as the Adjudicator, _____ and _____ propose _____ instead that _____ [insert name] be appointed as Adjudicator.

- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the
United Nations Security Council (ITB 4.7);
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.58;
- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."
- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

If awarded the contract, the person named below shall act as Contractor's Representative:

3 Technical Proposal

Technical Proposal Forms

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plan**
- **Equipment**
- **Personnel**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given.*)**
- **Others**
- **Form of Bid Security - Bank Guarantee**

Appendix to Technical Part Technical Proposal – Site Organization

[Insert Site Organization information]

Technical Proposal – Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated review of completion as per mile stones]

Technical Proposal – Mobilization Schedule

[Insert Mobilization Schedule]

Technical Proposal – Construction Schedule

[Insert Construction Schedule]

Technical Proposal – Sub Contracting

[Insert proposal of sub-contracting elements of works amounting to more than 10% of the bid price for each element and indicate the name of the sub-contractor, its qualifications and experiences to execute that element satisfactorily]

Appendix to Technical Part Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Building* works	Hospitality Buildings* *	Others *	Total

(* Modify this as appropriate to suit the works for which bids are invited).

Appendix to Technical Part

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Appendix to Technical Part Form for Equipment

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). The Bidder shall provide all the information requested below.

S. No	Item of Equipment	Description	Make	Capacity	Age (years)	Condition	No. available and present location	Owned	Leased	To be Purchased

Form SC-Sub-Contracting

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	Approximate value of sub-contract	% of bid price	Name and address of sub-contractor or	Qualification and experience of sub-contractor on similar works of the elements executed

The Bidder shall enter in this schedule a list of the major sections and appropriate value of the work for which he proposes to use subcontractors *[for those costing more than 10% of the bid price for each element], together with the names, addresses and experiences of the proposed subcontractors.*

The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

(Work should not be split into small parts and sub-contracted; but, sub-contracting specialized elements of works is acceptable).

Bidder's Qualification

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

Form-ELI -1.1: Bidder Information Form

Date: *[insert day, month, year]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1.1 Bidder Information			
Bidder's legal name			
In case of JV, legal name of each member			
Bidder's country of constitution			
Bidder's year of constitution			
Bidder's legal address in country of constitution			
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. In case of single entity, articles of incorporation or constitution of the legal entity names above, in accordance with ITB 4.1.1 and 4.3. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. 3. In case of JV, letter of intent to form JV or JV agreement: in accordance with ITB 4.1.2 read with BDS 4. In case of government-owned entity, documents establishing legal and financial authority and compliance with the principles of commercial law in accordance with ITB 4.5 read with Sub-clause 2.1.4 of Qualification Criteria. 5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 			

Appendix to Technical Part

Form-ELI -1.2: JV Information Form

(Where permitted as per BDS ITB 4.1.1)

Each member of a JV must fill in this form

Date: [insert day, month, year]

NCB No. and title: [insert NCB number and title]

Page [insert page number] of [insert total number] pages

JV/Specialist Subcontractor Information			
Bidder's legal name			
JV Member's or Subcontractor's legal name			
JV Member's or Subcontractor's country of constitution			
JV Member's or Subcontractor's year of constitution			
JV Member's or Subcontractor's legal address in country of constitution			
JV Member's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1.1 read with BDS and ITB 4.1.2. Authorization to represent the firm names above, in accordance with ITB 20.2. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 read with Sub-Clause 2.1.4 of Qualification Criteria. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 			

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'
Financial		
Name of the Banker(s)		
Planning		
Construction Equipment		
Key Personnel		
Execution of Work (Give details on proposed contribution of each)		

The Joint Venture should indicate the details of participation as above.

Appendix to Technical Part Form
CON - 2
Historical Contract Non-Performance, Pending Litigation and
Litigation History

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: [insert full name] Date: [insert day, month, year]

Joint Venture Party Name: [insert full name]

NCB No. and title: [insert NCB number and title]

Page [insert page number] of [insert total number] pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the <i>(number)</i> years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the <i>(number)</i> of years specified in Section III, Qualification Criteria and Requirements, requirement 2.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (in Indian Rupees)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3 as indicated below.			

Year of dispute	Amount in dispute (Rupees)	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues indispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3. <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3 as indicated below.			
Year of award	Outcome as percentage of NetWorth	Contract Identification	Total Contract Amount (Rupees)

<i>[insert year]</i>	<i>[insert percent age]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues indispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i></p> <p>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
--------------------------	-------------------------------------	---	------------------------

Form CON – 3: ESHS Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>
		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
		<i>[list all applicable contracts]</i>	
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>		<i>[insert amount]</i>

Appendix to Technical Part Financial Situation

FORMAT 3.1 Historical Financial Performances Bidder's Legal Name: _____

Date: _____ Bidding No.: _____

Page_of _____ pages

To be completed by the Bidder and, if JV, by each member

SUMMARY OF FINANCIAL STATEMENTS								
Name of bidder / JV Member:								
(Equivalent Rs. Million)								
S.No.	Financial Information in	Actuals for Previous five years excluding					Ref. of	
	Rupee equivalent with	the current financial year					Page	
	exchange rate at the end of	2020-21,2021-22,2022-23,2023-24,2024-25					Nos. of	
	concerned year						Balance	
							Sheets	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1.	Total Assets							
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan &							
	Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.	Current liabilities &							
	provision							
8.	Profit before Interest and							
	Tax							
9.	Profit before Tax							
10.	Profit after Tax							
11.	Shareholder's Funds (Net							
	Worth) = (Paid up equity							
	+Reserves)- (revaluation							
	reserves + Miscellaneous							
	expenditure not written off)							
	Depreciation							
12.	Current Ration (2)/ (5)							
13.	Net cash accruals= Profit							
14.	after Tax + depreciation							

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for 5 years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the *Bidder* or member to a JV, and not sister or parent companies.
 - 1. (b) be audited by a certified Chartered Accountant
 - 2. (c) be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the 5 years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)
- ☐ Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

Appendix to Technical Part

FORM FIN – 3.1(A)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

[To be given from a Nationalized or Scheduled Bank in India-No substitute other than this will be acceptable)]

Clause 2.3.1(b) of Section II – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the works, namely _____ [funded by the New Development Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager
Senior Bank Manager
Address of the Bank

*** Change the text as follows for Joint venture:**

This is to certify that M/s. who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..... [funded by the New Development Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet the working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation.]

Appendix to Technical Part Form FIN - 3.2

Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Legal Name: *[insert full name]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only) *		
Year	Amount in Rupees	
2024-25	<i>[insert amount]</i>	
2023-24		
2022-23		
2021-22		
2020-21		
Average		

*** Annual construction turnover calculated as total certified payments received for work in progress or completed, for 5 years. Specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.2. This should be certified by a Chartered Accountant.**

Appendix to Technical Part

Appendix to Technical Part

JOINT VENTURE

Names of all members of a joint venture
1. Member in charge
2. Member

Total value of annual construction turnover, in terms of work billed to clients, in Rupees

Annual Turnover Data (construction only; in Rupees *)							
Member	Form 2 pages no.	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Average
1. Member in charge							
2. Member							
TOTALS							

To be certified by a chartered accountant

1. Name and address of Bankers to the Joint Venture

Provide details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of joint Venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firm in the Joint Venture (Refer also ITB Clause 4.1).

Appendix to Technical Part

Form EXP - 4.1

General Construction Experience

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Legal Name: *[insert full name]*

NCB No. and title: *[insert NCB number]*

Page *[insert page number]* of *[insert total number]* pages

[Identify contracts that demonstrate continuous construction work over the past [5] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month /Year	Ending Month /Year	Contract Identification	Role of Bidder
<i>[indicate month/year]</i>	<i>[indicate month/year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>

		<p>Contract name: <i>[insert full name]</i></p> <p>Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i></p> <p>Amount of contract: <i>[insert amount in Rupees]</i></p> <p>Name of Employer: <i>[indicate full name]</i></p> <p>Address: <i>[indicate street/number/town or city/country]</i></p>	<p><i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i></p>
--	--	--	--

Appendix to Technical Part

Form EXP - 4.2(a)

Similar Construction Experience

[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and specialist sub-contractors]

Bidder's/Joint Venture Member's Legal Name: [insert full name]

Date: [insert day, month, year]

JV Party Name: [insert full name]

NCB No. and title: [insert NCB number and title]

Page [insert page number] of [insert total number] pages

(B) Work performed as prime Contractor or approved Sub-Contractor or approved Management Contractor *(in the same name and style)* on construction works of a similar nature and volume over the last five years⁹. *[Attach certificate from the Engineer-in-charge.]*

Project Name	Name of Employer	Description of work	Contract No.	Value of contract	Date of Issuance of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

Appendix to Technical Part

Form for Current Contract Commitments/Works in Progress

Bidders and each member to a JV should provide information on their 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.

(A) Existing commitments and on-going works:

Description of Work (1)	Place & State (2)	Contract & Date (3)	No. Name and Address of Employer (4)	Value of Contract (Rupees) (5)	Stipulated period of completion (6)	Value of works* remaining to be completed (Rupees) (7)	Anticipated date of completion (8)
----------------------------------	----------------------------	---------------------------	--	---	--	--	---

(B) Works for which bids already submitted and likely to be awarded – expected additional commitment.

Description of Work (1)	Place & State (2)	Name and Address of Employer (3)	Estimated value of works (Rupees) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)
----------------------------------	----------------------------	---	--	--	---	--------------------------

* Attach certificate(s) from the Engineer(s)-in-Charge

Form of Bid Security - Bank Guarantee
[Guarantor letterhead or SWIFT identifier code]

Bid Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

WHEREAS,.....*[name of Bidder]*¹² (hereinafter called "the Bidder") has submitted his Bid dated.....*[date]* or will submit his Bid for the construction of.....*[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We.....*[name of bank]* of.....*[name of country]* having our registered office at..... (hereinafter called "the Bank") are bound unto.....*[name of Employer]* (hereinafter called "the Employer") in the sum of.....¹³ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of..... 20.....

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

¹²*In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and"*

¹³*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

This Guarantee will remain in force up to and including the date_____ ¹⁴ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE_____SIGNATURE OF THE BANK _____

WITNESS_____ SEAL _____

[signature, name, and address]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹⁴*45 days after the end of the validity period of the Bid.*

LETTER OF BID – FINANCIAL PART

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Identification No.:

Dated

To,

The Director of
Tourism, Shillong,
Meghalaya.

Pin/Postal Code: 793001, India

We, the undersigned, hereby submit the second part of our Bid, the Bid Price. This accompanies the Letter of Bid - Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) Our bid shall be valid for a period of **120 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;

(b) The total price of our Bid, including any discounts offered is:

Total price is: Rs..... [insert the total price of the Bid in words and figures]; excluding GST***;

(c) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of
Recipient

Address

Reason

Amount

(If none has been paid or is to be paid, indicate "none.")

Name of the Bidder***[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder****[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid**[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

***: GST shall be paid according to the current norms of India.

Appendix to Financial Part

Price Schedule

Preamble:

- 1) The Price Schedule shall be read in conjunction with the Instruction to Bidders, Bidding Data, Conditions of Contract, Particular Conditions of Contract, Employer's Requirements, Special Specifications, Standard specifications and Drawings.
- 2) Price Schedule comprises for entire scope of work for "Developing the viewing area for the Nohkalikai Water falls (Wahkaliar ViewPoint) MEGHALAYA and all other works of permanent and temporary nature to complete these works as contained in the tender documents and drawings. Provision of Barricading for these works, supporting of utilities and diversion of required utilities are also included in this schedule. The Bidder has to quote the total lump sum amount in Schedule 'A'. All the dismantling work required for the construction work is included in this schedule
- 3) The contractor's rates/price, quoted for various item of works as relevant in Price Schedule, shall be inclusive of Preconstruction Investigation Works not limited to Topographical Survey & Soil Investigation, Design & Drawings, Overhead charges, which include all items such as site accommodation, setting up plants, access road, water supply, electricity, and general site arrangements, expenses on contractor's site office, site supervision, documentation, and "as built" drawings, mobilization/ demobilization of resources, laboratory equipment's, quality control, laboratory testing, tools & plants, bore holes, watch & ward, traffic management during construction, expenditure of safeguarding environment, staff / labour housing facilities, proper sanitation facilities, sundries, financing charges, Goods and Service Tax, labour cess, work insurance, compensation etc. and all expenditures incidental to works. The contractor's bid price shall be inclusive of expenses to be incurred for implementing the guidelines issued by the Government of India and Government of Meghalaya towards safety measures to be followed during COVID-19. This would among other things include safety of staff and workers during transit, at work sites and in labour / staff camps for ensuring the prevention of the occurrence / spread of the virus or any after effects in spite of all the precautions. The rates shall also deem to include any costs towards any impact of COVID-19.
- 4) If the tenderer fails to quote against any Schedule item, the tender will be treated as incomplete and non-responsive and shall be rejected.
- 5) The specifications of materials shall be governed by National Building Code 2016, CPWD Specifications & guidelines (Latest Editions), Technical Specifications as given in Part 2 Section XI Employer's Requirement, applicable IS Codes & Standards, relevant BIS codes and stated elsewhere.
- 6) Labour deployment shall be governed by applicable labour laws prevailing in the State of Meghalaya, as well Government of India.

- 7) Contractor will make his own arrangement for borrowing earth, and procurement of coarse & fine stone aggregates, cement, steel, bituminous products and all other construction materials and shall be responsible for payment of royalties and other charges that become payable to the State / owners
- 8) The dismantled material shall become the property of contractor, (except the steel received by dismantling the old steel structures), if any, the same shall be the property of the Employer, contractor will hand over the same, after dismantling, to the nearest store of the Employer, dismantling charges and transportation charges shall be borne by the contractor), for which contractor should consider or include the salvage value in the rates quoted. The materials recovered from cutting of hard rock / rock or roadway may be used by the Contractor, if found of the allowable quality, for the different works to be carried out as per bills of quantities. The Contractor has to deposit the required royalty / taxes with the concerned department for the quantity used in the works and as certified by the Engineer. Bidders are advised to take it into account and quote the rates and prices accordingly.
- 9) The source of materials and samples are required to be approved from the Engineer before the start of any work. However, the contractor shall be solely responsible for quality of materials as per specifications.
- 10) The rates of items include cost of testing of soil, aggregates, other construction materials and works.
- 11) It will not be obligatory on the part of the Engineer to provide any assistance to obtaining lease/ permits for extraction of aggregates (fine & coarse). The contractor will not be entitled to any excuse whatsoever on account of any delays in obtaining aggregates (fine & coarse) to be used on the works.
- 12) Dismantling or shifting of utilities will be done by the concerned (owning) department / entity under the supervision of the Engineer. If, however, certain utilities / services are affected during execution of works, contractor shall immediately inform the Engineer and carry out corrective measures, under the supervision of the concerned department / entity with prior information to the users.
- 13) Latest IS Codes / BS Standards shall be referred to during construction.
- 14) All environmental safeguard measures are incidental to the work and nothing extra, whatsoever, on this account is payable to the contractor.
- 15) Survey and Setting out If at any time the contractor believes that there exists a discrepancy between the location of the works as defined by the setting out and the apparent location of the works as shown in the plans or required by the site conditions, he shall immediately inform the Engineer and request

clarification.

16) Notice Board

The Contractor shall erect where directed by the Engineer signboards in accordance with the requirement: Project Signboard. Project signboards shall be satisfactorily provided, installed, maintained throughout the Contract period and subsequently removed.

No separate payment shall be made for compliance with the requirements of this clause. The payment shall be deemed to be included in the Contractor's tendered rates of other items.

17) Errors will be corrected by the Employer for any arithmetical error pursuant to relevant clause of the Instruction to Bidder.

18) Environmental Management Works-

The contractor shall take all precautions for safeguarding the environment during the course of construction of the works. He shall abide by all the prevailing laws, rules and regulations governing pollution and environmental protection. In particular, the contractor shall fully comply with the environmental protection mitigation measures specified in the project's Environmental Impact Assessment or Environmental Management Plan, as provided by the Engineer. If any activity of the contractor cause damage to the environment in ways not envisaged under the project documents, then he shall comply with the measures specified in accordance with the country's regulations and New Development Bank's Policies.

19) Provision and Maintenance of Camps, Offices, Equipment Yards and Workshops

The contractor shall provide and maintain such accommodation and amenities as necessary for all his staff and labour, employed for the purposes of or in connection with the contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses and other requirements in connection with such accommodation and amenities. On completion of the contract, unless otherwise agreed with the Employer, all the temporary camps / housing provided by the contractor shall be removed and the site (s) reinstated to its (their) original condition, all to the approval of the Engineer.

20) Provision of First Aid / Medical Facilities

The contractor shall provide information to his workers on methods of avoiding sexually transmitted diseases and infection by HIV / AIDS. The awareness programs launched for the prevention of HIV / AIDS should be well documented.

21) Obtaining approval from civic agencies (Regulatory & Statutory authorities) for the Building plans/ designs and drawings will be the responsibility of the contractor.

- 22) The payments to contractor will generally be made on monthly basis for actual work done for the items on prorata basis of percentage work actually completed in different items of Schedule -A of Pricing Document.
- 23) Whenever the specifications / details for any given item(s) fall short of describing the requisite design parameters, process / methodology, the best industry practices as approved by Engineer will be followed for execution by the contractor.
- 24) The Scope of Works under this Contract will be to Study, Investigate, Design, Engineer, Procure, Build and Hand over Project as per the Contract and include (but not limited to) the following
- a) Conduct necessary study of the site, technical investigations, relocation requirements, understand Employers Requirements, undertake planning and design of the facility as per the Employer's Requirements and the Contract
 - b) In consultation with the Employer/Engineer and in compliance with the Contract, prepare and submit a Detailed Project Criteria document comprising of Schedule of Design & Drawings, Procurement Plan, , Standards and Specifications, Material and Make schedule, Project schedule, Project Management Plan, Quality Assurance Plan, Communication & Reporting systems, Testing and Commissioning Plan, Project close out documentation schedule, Maintenance Schedule during Defect Notification Period, other service level requirements, Environment Compliance Plan etc
 - c) Undertake development of Concept Design, Detailed Design and Construction Drawings in compliance with Employer Requirements, requirements and norms of local statutory bodies (such as but not limited to Municipal Corporations, Fire authorities, Pollution Control Board, Electrical Inspectorate etc), Environment Compliance Plan as directed by Authority, applicable codes and standards, RFP documents issued by the Employer and as per the essence of the Contract such as time, quality, aesthetic and functional requirements for a tourism destination
 - d) Obtain necessary Statutory Approvals, Licenses, Permits etc. from the concerned local Authorities and undertake site preparation and mobilization works including erection of protective metal sheet barricades along the approach road and boundaries of the site, erect temporary structures such as site office, labor camps, material storage yards, construction power and water, site clearance and grading etc.
 - e) Undertake construction of the Project as per the approved design and specifications including foundation, super structure, internal and external finishes, façade, roofing, mechanical and electrical services, site development and infrastructure, utilities, parking, landscaping, equipments, Interior Finishes, facilities etc as per the Employers Requirement and this Contract
 - f) Undertake Project Administration such as Project review meetings, publishing periodic reports covering status, progress, quality, risks, mitigation plans, issues of concern, stakeholder support requirements, way forward etc, such that Project is delivered as per the Timeline, Quality and Contract. Proactively coordinating and obtaining all necessary approvals, decisions in accordance with the Project Timeline and requirements such that the work is not held up for want of any decision or approvals. Ensure that all statutory, labor, insurance and other compliances are observed as per the Contract and local laws

- g) Conduct Construction Administration to ensure that the work is progressing as per the Project schedule, quality and monitor performance and ensure appropriate coordination between the all consultants, site personnel, sub contractors, Employer's representatives, external consultants. Implement an efficient manpower deployment, procurement and inventory plan such that work is not held up on account of deficiency of resources. Conduct quality verification, testing and facilitate approvals as per the Quality Assurance Plan and implement and observe Environment, Health and Safety Plan as per the Contract
 - h) Implement Testing and Commissioning Plan with appointed Engineers and Employer's representatives, stakeholders so that the Project becomes operational complying to the Employer's Requirements and the Contract
 - i) Ensure smooth handing over of the Project by submitting close out documents including as built drawings, testing and commissioning documents, maintenance agreements for equipments and capital items, warranty certificates, service level charts, operation and maintenance manuals, training to facility management team, punch lists for rectification etc. Ensure the defect lists are rectified within the stipulated timeline and the Project is handed over as per the Contract
 - j) Undertake periodic design review and iteration meetings with the Employer and/or Engineer from time to time as per the Design development schedule obtain necessary approvals from the Engineer.
- 25) Post construction Defects Liability cum Maintenance Period
Contractor shall be liable for any defects occurred after completion of the work for a period of 1 year

¹⁶The total amount is automatically calculated by the e-procurement system, from unit rates and quantities, where the e-procurement system supports such functionality

¹⁷ The amount in words is automatically populated by the e-procurement system, where the e-procurement system supports such functionality

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In reference to ITB 4 . 3 , 4.7, and 5.1, for the information of the Bidders, at the present time firms ,goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 : *None*

Under ITB 4.7 (b) and 5.1 : *None*

Note: NDB member countries are eligible.

Section VI. –General Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting :“Fraud and Corruption:

1.16 The Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁸ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁹

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²⁰

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²¹

(iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²²

(v) “Obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

¹⁸In this context, any action to influence the procurement process or contract execution for undue

advantage is improper.

¹⁹ For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

²⁰ For the purpose of this sub-paragraph, "*party*" refers to a public official; the terms "*benefit*" and "*obligation*" relate to the procurement process or contract execution; and the "*act or omission*" is intended to influence the procurement process or contract execution.

²¹ For the purpose of this sub-paragraph, "*parties*" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

²² For the purpose of this sub-paragraph, "*party*" refers to a participant in the procurement process or contract execution will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (b) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (c) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

PART 2 – Work Requirements

Section VII - Work Requirements

Attached herewith as ANNEXURE A

- A. Brief Scope of Works**
- B. Payment Schedule**
- C. Architectural DBR**
- D. Structural DBR**
- E. MEP DBR**
- F. Drawings**

- G. Technical Specifications**
- H. List of Approved Makes**
- I. Soil Report**

Section VIII - General Conditions of Contract

	A. General
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> (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) Deleted. (c) The Adjudicator or Dispute Review Expert is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23. (d) Bank means the financing institution named in the PCC. (e) Price Schedule means the priced and completed Price Schedule forming part of the Bid. (f) Compensation Events are those defined in GCC Clause 42 hereunder. (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1. (h) 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 Sub- Clause 2.3 below. (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer. (j) The Contractor's Bid is the completed bidding documentsubmitted by the Contractor to the Employer. (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. (l) Days are calendar days; months are calendar months. (m) Deleted.

	<p>(n) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(p) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.3 and calculated from the Completion Date.</p> <p>(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.</p> <p>(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(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 by issuing an extension of time or an acceleration order.</p> <p>(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(y) 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) who is responsible for supervising the execution of the Works and administering the Contract.</p>
--	---

	<p>(z) PCC means Particular Conditions of Contract.</p> <p>(aa) The Site is the area defined as such in the PCC.</p> <p>(bb) 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.</p> <p>(cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(dd) 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.</p> <p>(ee) 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.</p> <p>(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(gg) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.</p>
2.	Deleted
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated in the PCC.</p> <p>Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.</p> <p>3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the India when</p> <p>(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or</p> <p>by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>

<p>4. Project Manager's Decisions</p>	<p>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.</p> <p>However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.</p>
<p>5. Delegation</p>	<p>5.1 Unless otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator/Dispute Review Expert, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.</p>
<p>6. Communications</p>	<p>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. All oral instructions shall be confirmed in writing in seven working days.</p>
<p>7. Sub-contracting</p>	<p>7.1 The Contractor may subcontract with the approval of the Project Manager up to a ceiling specified in PCC, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.</p> <p>7.2 The Project Manager should satisfy himself before recommending to the Employer whether:</p> <ul style="list-style-type: none"> a) the circumstances warrant such sub-contracting; and, b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted. <p>7.3 If payments are proposed to be made directly to that sub- contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor's liability or obligations under the contract.</p>

	<p>7.4 The Contractor shall not be required to obtain any consent from the Employer for:</p> <ul style="list-style-type: none"> (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract; (b) the provision for labour, or labour component, and, (c) the purchase of materials which are in accordance with the standards specified in the contract. <p><i>(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the Employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub- contracting should arise during execution of the contract.</i></p> <p><i>2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] in any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.</i></p> <p><i>3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)</i></p>
<p>8. Other Contractors</p>	<p>8.1 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.</p>

<p>9. Personnel and Equipment Compliance with Labour Regulations</p>	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid and referred to in the PCC, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager 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.</p> <p>9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his workforce, who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment. <p>9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above</p> <p>9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.</p> <p>9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor²⁵</p> <p style="padding-left: 40px;">²⁵<i>Based on Government Directives.</i></p> <p>9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.</p> <p>9.7 During continuance of the Contract, the Contractor and his Sub-</p>
---	--

	<p>Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>9.8 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.</p>
10. Employer's and Contractor's Risks	<p>10.1 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.</p>
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(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</p> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">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.</p> <p>(a) 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</p>

	<p>Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>11.2 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</p> <ul style="list-style-type: none"> (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 the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	<p>12.1 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.</p>
13. Insurance	<p>13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials [which are incorporated in works]; (b) loss of or damage to Construction Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death. <p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager'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.</p> <p>13.3 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.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies</p>

14. Site Data	14.1 The Contractor shall be deemed to have examined any Site Data referred to in the PCC , supplemented by any information available to the Contractor.
15. Contractor to Construct the Works including protection of environment and assurance of public health and safety	<p>15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.</p> <p>15.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation.</p> <p>15.2.2 During continuance of the contract, the contractor and his sub-contract abide at all times by all existing enactments on environmental protectirules made there under, regulations, notifications and by-laws of the Sate or Government, or local authorities and other law, bye-law, regulations that passed or notification that may be issued in this respect in future by the Central Government or the local authority. Salient features of the major I given in Appendix 1 to the General Conditions of Contract.</p>
16. The Works to Be Completed by the Intended Completion Date	16.1 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, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
18. Safety	18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries	19.1 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 of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 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.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.
22. Instructions, Inspections and Audits	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 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.</p> <p>22.3 The Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>

<p>23. Appointment of the Adjudicator or Dispute Review Expert</p>	<p>23.1 The Adjudicator/Dispute Review Expert [DRE] named in PCC 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/DRE, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator/DRE within 14 days of receipt of such request.</p> <p>23.1.1 The Adjudicator/DRE should be in position before "notice to proceed with</p>
---	---

	<p>work” is issued to the Contractor and an agreement should be signed with the Adjudicator/DRE jointly by the Employer and the Contractor in the form attached – Appendix 3.</p> <p>23.2 Should the Adjudicator/DRE resign or die, or should the Employer and the Contractor agree that the Adjudicator/DRE is not functioning in accordance with the provisions of the Contract; a new Adjudicator/DRE 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/DRE shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.</p>
24. Procedure for Disputes	<p>24.1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator/DRE within 14 days of the notification of the Project Manager’s decision.</p> <p>24.2. The Adjudicator/DRE shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>24.3. The Adjudicator/DRE shall be paid daily 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/DRE, either party may refer that decision to an Arbitrator within 28 days of the Adjudicator’s</p> <p>24.4. /DRE’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s /DRE’s decision shall be final and binding.</p> <p>24.5. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, specified in the PCC.</p> <p>The Arbitrator(s) shall give a decision in writing within 120 days of start of the proceedings unless otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator/Dispute Review Expert and either party is dissatisfied with the decision given by the Adjudicator/Dispute Review Expert.</p>
25. Corrupt and Fraudulent Practices	<p>25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.</p> <p>25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information</p>

	shall be disclosed as and when such payments are made or agreed to, and compliance with the disclosure requirement shall be furnished, while submitting each monthly statement for payments; such disclosure must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
	B. Time Control
26. Program	<p>26.1. Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program (revising the program given along with the bid) including Environmental Management Plan(to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project) showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.</p> <p>26.2. 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.</p> <p>26.3. The Contractor shall submit to the Project Manager 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 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.</p> <p>26.4. The Project Manager'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 again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p> <p>26.5. The Contractor shall furnish monthly progress reports as directed by the Project Manager by 7th of the succeeding month. The report shall include charts and detailed descriptions of the progress of identified activities, photographs showing status of progress at site, records of Contractor's personnel and equipment, Quality Assurance documents, comparison of actual and planned progress as per program. This report will also include progress on the ESHS Management Strategies and Implementation Plans (ESHS-MSIP), and compliance to the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project.</p>

<p>27. Extension of the Intended Completion Date</p>	<p>27.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to execute the Intended Completion Date/milestones within 21 days of the Contractor asking the Project Manager 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/milestones.</p>
<p>28. Acceleration</p>	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager 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.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
<p>29. Delays Ordered by the Project Manager</p>	<p>29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
<p>30. Management Meetings</p>	<p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. (This will be held at the place indicated in PCC). The periodicity to be fixed by Project Manager / Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager 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 either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>

31. Early Warning	<p>31.1 The Contractor shall warn the Project Manager 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 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.</p> <p>31.2 The Contractor shall cooperate with the Project Manager 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.</p>
	<p>C. Quality Control</p>
32. Quality Assurance	<p>32.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager.</p> <p>32.2 Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.</p>
33. Tests	<p>33.1 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.</p> <p>33.2 If the Project Manager 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.</p>

34. Identifying and Correction of Defects	<p>34.1. The Project Manager shall check the Contractor's work and notify the Contractor of any defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> <p>34.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Project Manager's responsibility as defined in the Contract Agreement</p> <p>34.3 The Project Manager shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] 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.</p> <p>34.4 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 notice.</p>
--	--

<p>35. Uncorrected Defects</p>	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.</p> <p>Note: 1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.</p> <p>2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 57.2(e).</p>
	<p>D. Cost Control</p>
<p>36. Contract Price</p>	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contract Price shall be the lump sum Accepted Contract Amount and be subject to adjustments in accordance with the Contract</p>
<p>37. Changes in the Contract Price</p>	<p>Deleted</p>

38. Variations	<p>All Variations shall be included in updated Programs, produced by the Contractor.</p> <p>The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager 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 and before the Variation is ordered.</p> <p>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, the quantity of work above the limit stated in Sub- Clause 37.1 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.</p> <p>If the Contractor's quotation is unreasonable, [or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2] the Project Manager 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</p> <p>If the Project Manager 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. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
-----------------------	---

	<p>38.1 Right to Vary</p> <p>Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not comprise the omission of any work which is to be carried out by others.</p> <p>The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, (ii) it will reduce the safety or suitability of the Works, or (iii) it will have an adverse impact on the achievement of the Schedule of Guarantees. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.</p> <p>38.2 Value Engineering</p> <p>The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.</p> <p>The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 38.3 [Variation Procedure].</p> <p>38.3 Variation Procedure</p> <p>If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:</p> <ul style="list-style-type: none"> (a) a description of the proposed design and/or work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according Clause 26 [Program] and to the Time for Completion, and (c) the Contractor's proposal for adjustment to the Contract Price. <p>The Engineer shall, as soon as practicable after receiving such proposal (under Clause 38.2 [Value Engineering] or otherwise), respond with approval, disapproval</p>
--	---

	<p>or comments. The Contractor shall not delay any work whilst awaiting a response.</p> <p>Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.</p> <p>Upon instructing or approving a Variation, the Engineer shall proceed in accordance with Clause 4 [Project Manager's Decisions] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Sub-Clause 38.2 [Value Engineering] if applicable.</p>
39. Cash Flow Forecasts	39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.
40. Payment Certificates	<p>40.1 The Employer shall make monthly interim payments to the Contractor as certified by the Employer's Engineer, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule of Payment Milestones.</p> <p>40.2 The Project Manager shall check the details given in the Contractor's monthly statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 49.4 [Secured Advance]</p> <p>40.3 The Contractor shall base its claim for interim payment for the work executed till the end of the month for which the payment is claimed, supported with necessary particulars and documents in accordance with this Agreement. The basis of payment on "Pro rata basis" shall be worked out on the percentage of work done of total scope of work under their activity/item for the respective Payment Milestone</p> <p>40.4 The proportion assigned to an item will apply only to the Awarded Contract Price. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any Change of Scope Order. A Change of Scope Order shall specify the stages of interim payments for the works covered by such order</p> <p>40.5 The value of work executed shall include the valuation of variation and Compensation Events. The Project Manager 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</p> <p>40.6 All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the</p>

	<p>Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final payment certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p>
--	---

<p>41. Payments</p>	<p>41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate stated in the PCC.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator/DRE or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated at the rate stated in GCC 41.1 above, from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 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.</p>
<p>42. Compensation Events</p>	<p>42.1. The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) Deleted. (d) The Project Manager 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 unreasonably does not approve a subcontract to be let.

	<p>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.</p> <p>g)The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</p> <p>h) Other contractors, public authorities, utilities, or the Employer doesnot work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>i) The advance payment is delayed.</p> <p>j) The effects on the Contractor of any of the Employer's Risks.</p> <p>k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>42.2. 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 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.</p> <p>42.3. 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, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assumethat the Contractor shall react competently and promptly to the event.</p> <p>42.4. 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.</p>
--	--

<p>43. Tax</p>	<p>43.1 The rates quoted by the Contractor shall be deemed to be inclusive of the VAT, GST, Sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>43.2 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the deadline for 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, provided such changes are not already reflected in the Contract Price.</p>
<p>44. Currencies</p>	<p>44.1 All payments shall be made in Indian Rupees.</p>
<p>45. Price Adjustment</p>	<p>45.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is included in the PCC which indicates the coefficients of various inputs and the sources of indices for Price Schedule. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.</p> <p>(a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.</p> <p>(b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.</p> <p>(c) The total value I of the work done during the specified period [GCC 40.1] shall be as under: $R = \text{SUM} (RS1 + RS2 + RS3 + \dots RSn),$ Where, 'Rsn' is the value of work done during the specified period to which the price adjustment shall be applied for the Price Schedule specified in P.C.C during the specified period, and represented as under:</p>

	<p>$R_{sn} = (V_{sn} + S_{sn})$ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Manager and the Contractor)</p> <p>where,</p> <p>V_{sn} is the total value of work done during the specified period, and S_{sn} is the secured advance paid during the specified period,</p> <p>(d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the Price Schedule and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type:</p> $P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$ <p>Where,</p> <p>"P_n" is the adjustment multiplier to be applied to the value of the work done during the period "n", this period being a month unless otherwise stated in the PCC.</p> <p>"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;</p> <p>"b", "c", "d", are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;</p> <p>"L_n" [<i>Labour</i>], "E_n" [<i>Equipment</i>], "M_n" [<i>Material</i>], Are the current cost indices or reference prices for period "n", each of which is applicable to the relevant tabulated cost element [<i>Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others</i>] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>"L_o", "E_o", "M_o" Are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.</p> <p>(c) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for the submission of bids.</p>
--	--

	<p>(d) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:</p> <p>(i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or</p> <p>(ii) The current index or price applicable for the period in question whichever is more favorable to the Employer.</p> <p>(e) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.</p> <p>(f) Unless otherwise stated in the P.C.C., the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.</p> <p>To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs</p>
46. Retention	<p>46.1 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</p> <p>46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an "on demand" Bank guarantee.</p>
47. Liquidated Damages	<p>47.1 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 (for the whole of the works or the milestones as stated in the PCC). 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.</p>

	<p>Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor's other obligations and liabilities under the contract.</p> <p>47.2 If the Intended Completion Date including milestones is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.</p>
48. Bonus	48.1 Deleted

<p>49. Advance Payment Secured Advances</p>	<p>49.1. 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 in Indian Rupees 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 (<i>each instalment not less than Rs. 500,000</i>) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>49.2. <i>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.</i></p> <p>49.3. <i>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, Liquidated Damages.</i></p> <p>49.4. <i>The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC.</i></p>
<p>50. Securities</p>	<p>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 Nationalized or Schedule bank in India, and denominated. The Bank Guarantee for Performance Security and additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the Certificate of Completion.</p>

51. Day works	51.1 Deleted.
52. Cost of Repairs	52.1 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.
	E. Finishing the Contract
53. Completion	53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
54. Taking Over	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager 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 shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary including corrections and additions to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account.
56. Operating and Maintenance Manuals	<p>56.1 If "as built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.</p>
57. Termination	57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.

	<p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (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; (b) the Project Manager 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 is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager 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; (f) the Contractor does not maintain a Security, which is required; (g) 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; or (h) 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 Clause 25.1, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site. (i) The contractor has contravened Clauses 7 and 9 of GCC. (j) The contractor does not adhere to the agreed construction program and agreed environmental management plan [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days. (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22. (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint
--	--

	<p>venture from what is stated in joint venture agreement without the prior approval of the Employer.</p> <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
58. Payment upon Termination	<p>58.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager 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 less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, 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.</p> <p>58.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager 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 less other recoveries due in terms of the contract and less taxes due to be deducted at source [TDS] as per applicable law.</p>
59. Property	<p>59.1 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.</p>
60. Release from Performance	<p>60.1 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 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</p>

	commitment was made.
61. Suspension of Bank Loan or Credit	<p>61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.</p> <p>(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor</p>

APPENDIX A TO GENERAL CONDITIONS

General Corrupt and Fraudulent Practices

(Text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services

"Fraud and Corruption:

1.16 The Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.²⁶ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²⁷
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²⁸
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²⁹
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;³⁰
 - (v) "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

²⁶In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²⁷ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

²⁸ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

²⁹ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

³⁰ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

APPENDIX B: ESHS i.e. Environmental, Social (including Sexual Exploitation and abuse and Gender Based Violence (GBV)), Health and Safety Requirements –

Metrics for Progress Reports

Metrics for regular reporting:

- a. Environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. Health and safety incidents, accidents, injuries that require treatment, and all fatalities;*
- c. Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. Status of all permits and agreements:*
 - i. Work permits: number required, number received, actions taken for those not received;
 - ii. Status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, top soil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
 - For Ground Water Extraction: status of approval
- e. Health and Safety Supervision:*
 - iii. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - iv. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. Worker Accommodations:*
 - i. number of expats housed in accommodations, number of locals, number of inter-state migrants;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve

conditions.

- g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. Gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. Training:*
 - i. Number of new workers, number receiving induction training, dates of induction training;
 - ii. Number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - v. Number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - vi. Number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. Environmental and Social Supervision:*
 - i. Environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. Sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. Community Liaison Person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
- l. Traffic and vehicles/equipment:*
 - i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate

- metrics): provide date, location, damage, cause, follow-up;
- iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- iv. covering of construction materials during transportation to control deterioration of air quality
- v. schedule of working for high noise making machineries (avoid Noisy construction between 10:00 pm and 8:00 am)
- vi. traffic management plan of the surrounding area during construction period
- m. *Environmental Mitigations and Issues (what has been done):*
 - i. dust: number of working bowsters, number of watering/days, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross- reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- ix. Details of the quarries from where sand is sourced, along with copy of the authentic lease agreement
- n. *Compliance:*
 - i. *compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;*
 - i. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - ii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

- iii. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Labor Influx and Construction Workers Camp Management Plan

During implementation phase, worker population is likely to influx in the project area. Management of this labour influx and of issues related to the labour campsite is a critical part of environmental and social management of the project. To address the probable impact due to labour influx, and establishment of labour / workers camp, a detail camp management plan is prepared to minimize and mitigate the environment and social impact.

Contractor's Responsibility to Manage Labour Influx

As a part of Contractor's ESHS-MSIP, the contractor, within 14 days from the delivery of the Letter of Acceptance, shall prepare and submit Labour Influx and Workers' Camp Management Plan to the Project Manager that addresses specific activities that will be undertaken to minimize the impact on the local community, including elements such as workers' code of conduct, training programs on HIV/AIDS, etc. A Workers' Camp Management Plan addresses specific aspects of the establishment and operation of workers' camps

This Labor Influx and Worker's Camp Management Plan will include:

- (i) mandatory and repeated training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women;
- (ii) informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted;
- (iii) introducing a Worker Code of Conduct as part of the employment contract, and including sanctions for non-compliance (e.g., termination), manual scavenging, engagement with local residents, child labor, nondiscrimination, harassment of coworkers including women and those belonging to SC and STs and other minority social groups, contractors adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence.
- (iv) training programs on HIV/AIDS and other communicable diseases,
- (v) workers' Camp Management Plan addressing specific aspects of the establishment and operation of workers' camps provided the ULB/ Executing Agency is unable to cater to the demand for affordable housing for this additional workforce in terms of rentals, hostels, apartments etc.; and
- (vi) compliant handling Mechanism at the project level

Additional measures that aim to reduce incentives to engage with the local community by

providing workers with the opportunity to spend their time off away from the host community, where feasible with a small transport allowance, ideally allowing workers to regularly return for brief visits to their families, spouses and friends, or to visit nearby urban centers that provide a variety of legal social opportunities. For workers who need to travel further it may be attractive to forego weekends off in exchange for longer breaks that would allow for such home leave travel.

Model Code of Conduct (ESHS) for Contractor's Employees and Sub-contractors

This Code of Conduct will oblige all Contractors' Personnel (including sub-contractors and day workers) to abide by following practices, as a minimum. Additional obligations may be imposed during project implementation to respond to particular concerns of the region, the location and the project sector or to specific project requirements. Contractor may also impose any additional or strengthen code of conduct on his workers/ staff.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- O received a copy of the code;
- O had the code explained to them;
- O acknowledged that adherence to this Code of Conduct is a condition of employment; and
- O understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code of conduct will be displayed at prominent locations easily accessible to the community and project affected people. Name and contact number of the authorized representative of the contractor competent to attend the grievances of the local community or project affected persons should also be provided on the display board, in languages comprehensible to the local community, Project Manager's Personnel, and Employer's Personnel.

The model code of conduct:

None of Employees of the Contractor and the Subcontractor shall be involved in the following activities:

- Burning of vegetation waste in open space.
- Unauthorized storage of inflammable substances or harmful non-desired chemical/ pesticide in labour camp or work site.
- Harm or disturbance (including hunting/ poaching) to any endangered or threatened species
- Harm or disturbance to any culturally significant site.
- Unauthorized removal of timber.
- Disposal of solid or liquid wastes in river/canal, water bodies, streams, etc
- Illicit or criminal activities including sexual harassment of women or children (prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate).

- Violence including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
- Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading behaviour, exploitative behaviour or abuse of power).
- Use of illegal substances and consumption of intoxicating materials
- Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), Project Manager's Personnel, Employer's Personnel and also among themselves on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status
- Open defecation
- Retaliation of workers who report violations of the Code, if that report is made in good faith.
- Fishing practice at the worksite on riverbed, and also in local or community ponds.

Criteria as shown in Table below shall be considered for selection of camp site.

Table 1: Criteria for selecting camp site

Avoidance	Preference
<ol style="list-style-type: none"> 1. Lands within 300 m of residential area and 200 m of schools and health care centers; 2. Lands within 1000 m of Ecologically sensitive areas 3. Irrigated agricultural land; 4. Lands under village forests; 5. Lands within 100 m of community water bodies, watersources such as rivers and also other watercourses; 6. Low lying lands, marshy areas; 7. Lands supporting dense vegetation 8. Lands where there is no willingness of the landowner to permit its use. 	<ol style="list-style-type: none"> 1. Waste land other than Low lying lands, marshy areas; 2. Lands belonging to owners who look upon the temporary use as a source of income; 3. Community lands or government land not used for beneficial purposes; 4. Private non-irrigated lands where the owner is willing; and 5. Lands with an existing access road

Various management policies to be followed during site selection, facilities to be provided, Hygiene and Sanitation, Arrangements for Waste Disposal, health care management, Storage of cement & fuel, Other Safety and Security Measures have been shown in Table E.11 below.

Table 2: Camp Site Management Plan

Pre-Construction Stage
<p>Site Selection:</p> <ol style="list-style-type: none"> 1. Identify the site for construction camp in consultation with the individual owners in case of private lands and the Gram Panchayat / concerned Dept. in case of government lands. Preference should be given to uncultivated fallow land / government land during site selection; 2. In case, no government land / fallow and unutilized government land is available and where use of private land is the only alternative, necessary arrangements should be worked out with the private owner of the land for setting up of facilities during the construction. The arrangement should have both facility creation and site restoration (pre-construction stage) component. 3. The contractor shall produce No Objection Certificate from the concerned land owing/ managing authority/ person in case of setting up of Labour Camp outside the Govt. Land under possession of the Employer. 4. A detailed layout plan should be prepared for the development of construction camp, indicating the various structures to be constructed including the temporary structures to be put up, site roads, drainage, lighting and other facilities and arrangements to be made for restoration of the original characters of land after disbandment of the camp and that should be submitted to the Project Manager. 5. It should be ensured that there is no use of hazardous construction materials such as Asbestos Containing Materials (ACM) in the construction of the camp. 6. Provision of free of cost temporary living in the camp site for all the workers employed by contractor for the total work period.

Facilities to be Provided at the Camp Site:

1. The camp should have adequate space for accommodating the workers. In case of women workers and families, the accommodation units should provide adequate privacy.
2. The camp should have all common minimum required facilities like ventilation, bed / bed roll for the workers, electricity supply, water supply, kitchen, separate toilet and bathrooms for ladies and gents, etc.
3. Toilets for women should be screened from those from men (marked in vernacular)
4. Identification of potable drinking water source/s and seeking permission from local authority / GP for accessing the source. In case, potable drinking water source is not available in the vicinity, provision of water filter should be made in the camps to make water potable.
5. Storage of drinking water should be made in cleaned / hygienic containers and should be placed at a distance of not less than 15m from any wastewater / sewage drain, toilet or other source of pollution.
6. If any water storage tank is provided that shall be kept such that the bottom of the tank is at least 1mt. from the surrounding ground level.
7. If water is drawn from any existing well, which is within 30mt. proximity of any toilet, drain or other source of pollution, the well shall be disinfected before water is used for drinking. All such wells shall be entirely covered and provided with a trap door, which will be dust proof. A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which will be done at least once in a month.

Hygiene and Sanitation:

1. Suitable washing facility for clothes and utensils at the camp level, with mechanism for proper draining and disposal of waste- water.
2. Separate bathing facility for male and female workers in conveniently accessible locations and shall be kept in clean and hygienic conditions.
3. Sanitary arrangements, latrines and urinals in every work place. The type of latrine chosen must be culturally appropriate / acceptable. The latrines must be suitable for use in shallow groundwater / flood prone areas.
4. Separate toilet facility for male and female works with proper sign board in language that are understood by the workers along with picture.
5. For 15-20 female and male workers, separate toilet provision should be made.
6. The latrines and urinals shall be adequately lighted and hygienic condition shall be maintained (proper cleaning and sanitization).

Water shall be provided in or near the latrines and urinals (piped water or by storing water in drums).

Arrangements for Waste Disposal:

1. Disposal of sanitary wastes and excreta shall be into septic tanks. Dry sanitation (toilet) facility shall be provided at flood prone area.
2. All toilets in workplaces should be with dry-earth system (receptacles) which are to be cleaned and kept in a strict sanitary condition
3. Night soil is to be disposed-off by putting layer of it at the bottom of a permanent tank prepared for the purpose and covered with 15 cm layer of waste or refuse and then covered with a layer of earth for a fortnight.
4. Kitchen wastes (excluding solid waste) shall be disposed into soak pits. Wastewater from campsites will be discharged and disposed in a kitchen soak pit located at least 15 meters away from any water body.
5. Capacity of the pit should be at least 1.3 times the maximum volume of wastewater discharged per day.
6. The bottom of the soak pit should be filled with coarse gravel and the sides shored up with board, etc. to prevent erosion and collapse of the soak pit.
7. Solid wastes generated in the construction site shall be reused if recyclable or disposed-off in land fill sites approved by local authority.

Health Care Management:

1. Availability of first aid box / facilities with all recommended medicines / no consumables in each construction site.
2. An educated person in the camp site should be oriented on administering first aid treatment and the box should be placed under his/her command.
3. Arrangement should be made by which she/he would be available at the time of requirement.
4. In case of any eventuality which demand hospitalization, transport facility should be provided using available project vehicle or immediate transportation through ambulance service to nearby health facility.
5. Periodic visit by a qualified medical doctor (PHC/CHC/SDH etc.) to the campsite for health check-up of workers, at least once in 15 days. A register of all health problems must be maintained by the doctor and available at the campsite.
6. Provision of health insurance of all workers for stipulated period of their engagement in construction sites.

Storage of Fuel:

1. Storage site within the camp should be at a minimum distance of 30 meter from the living area of the workers.
2. Liquids like oil / fuel / lubricants etc. should be stored at a height from the ground level for which a brick-based platform with sand flooring should be prepared to avoid soil and water contamination due to spillage.

Other Safety and Security Measures

1. Provision of fire extinguishers / Fire-fighting arrangements at the camps. Each area shall be earmarked based on fire zone category (Fire zone- 1, 2 & 3). Arrangement shall be available at each facility like living area, material storage area, hazardous building. At least one fire lift and water storage tank shall also be provided at each campsite.
2. Display of fire station number in prominent place for easy visibility.
3. In case the campsite has a common kitchen facility, it must be ensured that the common kitchen (and any other kitchens in the campsite) is located at least 20 m away from the living area. Only LPG stoves are to be used. Use of fuel wood stoves shall not be permitted for use in camp site.
4. Provision of identity cards to labourers and residents of construction camps.

Construction Phase

1. Construction camps shall be maintained free from litter and in hygienic condition.
2. It should be kept free from spillage of oil, grease or bitumen.
3. Any spillage should be cleaned immediately to avoid pollution of soil, water stored or adjacent water bodies.
4. Precautions need to be taken in construction camps are like (1) no leaching of oil and grease into water bodies or water sources, including canals take place; (2) non-disposal of wastewater into water bodies; (3) collection and appropriate disposal of solid wastes on regular basis; (4) hygienic condition of the toilet, its regular maintenance and keeping it clean and (5) availability of first-aid care provision in the camp, (6) display of emergency numbers (fire, police, ambulance, medical

hospital etc.,) in a common place visible to others.
Post-Construction Phase
<ol style="list-style-type: none">1. At the completion of construction, all construction camp facilities shall be dismantled and removed from the site.2. The site shall be restored to a condition in no way inferior to the condition prior to commencement of the works.3. Various activities to be carried out for site restoration are like (1) cleaning / removal of oil and fuel contaminated soil and its disposal in approved waste disposal areas. (2) Construction campsite shall be grassed and planted with trees as per the restoration design; (3) Sealing / filling up of soak pits and septic tanks; (4) disconnection of electricity supply; (5) disposal of all garbage in the disposal site only (site approved by local authority).

Measures to be taken for addressing issues related to COVID 19

The COVID-19 pandemic presents unprecedented challenges and that circumstances require a highly adaptive responsive management design to avoid, minimize and manage in this rapidly evolving situation. This section of the ESMF provides guidance to the Borrowers in addressing key issues associated with COVID-19. This section emphasizes the importance of careful scenario planning, clear procedures and protocols, management systems, effective communication and coordination, and the need for high levels of responsiveness.

Key Challenges:

Though the contract will not require big labour camps, still there will be approximately 60 numbers of workers at the peak time. The skilled labour may come from outside the state where as unskilled labour will be largely local. Still, they may need to live in labour camps even though if they return to their homes after work. The camp may also see traffic from suppliers and service providers on regular basis which will have the potential for the spread of infectious disease in projects. Impact on the project workers may lead to additional burden on the local health services which certainly will not be able to take the additional load.

Contractor's Responsibility:

The contract document generally has the clauses for health and safety of the workers but does not cover pandemic situation. In SSCM, the bid documents the contractor will be required:

- to take all necessary precautions to maintain the health and safety of the Contractor's Personnel
- to appoint a health and safety officer at site, who will have the authority to issue directives for the purpose of maintaining the health and safety of all personnel authorized to enter and or work on the site and to take protective measures to prevent accidents
- to ensure, in collaboration with local health authorities, that medical staff, first aid facilities, sick bay, ambulance services and any other medical services specified are available at all times at the site and at any accommodation
- to ensure suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
- to provide health and safety training for Contractor's Personnel (which include project workers and all personnel that the Contractor uses on site, including staff and other employees of the Contractor and Subcontractors and any other personnel assisting the Contractor in carrying out project activities)
- to put in place workplace processes for Contractor's Personnel to report work situations that are not safe or healthy
- gives Contractor's Personnel the right to report work situations which they believe are not safe or healthy, and to remove themselves from a work situation which they have a reasonable justification to believe presents an imminent and serious danger to their life or health (with no reprisal for reporting or removing themselves)
- requires measures to be in place to avoid or minimize the spread of diseases including measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent contract-related labor
- to provide an easily accessible grievance mechanism to raise workplace concerns

Specifically, contractor shall

- Prepare a detailed profile of the project work force, key work activities, schedule for carrying out such activities, different durations of contract and rotations.
- Consideration should be given to ways in which to minimize movement in and out of site. This could include lengthening the term of existing contracts, to avoid workers returning home to affected areas, or returning to site from affected areas.
- Workers accommodated on site should be required to minimize contact with people near the site, and in certain cases be prohibited from leaving the site for the duration of their contract, so that contact with local communities is avoided.
- Consideration should be given to requiring workers lodging in the local community to move to site accommodation (subject to availability) where they would be subject to the same restrictions.
- Workers from local communities, who return home daily, should be subject to health checks at entry to the site.
- Establishing a system for controlling entry/exit to the site, securing the boundaries of the site, and establishing designating entry/exit points (if they do not already exist). Entry/exit to the site should be documented.
- Training security staff on the (enhanced) system that has been put in place for securing the site and controlling entry and exit, the behaviors required of them in enforcing such system and any COVID -19 specific considerations.
- Training staff who will be monitoring entry to the site, providing them with the resources they need to document entry of workers, conducting temperature checks and recording details of any worker that is denied entry.
- Confirming that workers are fit for work before they enter the site or start work.
- COVID-19 related issues to be part of daily tool box talk such as cough etiquette, hand hygiene and distancing measures, using demonstrations and participatory methods.
- During tool box talk, reminding workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor or the COVID-19 focal point if they have symptoms or are feeling unwell.
- Preventing a worker from an affected area or who has been in contact with an infected person from returning to the site for 14 days or (if that is not possible) isolating such worker for 14 days.
- Preventing a sick worker from entering the site, referring them to local health facilities if necessary or requiring them to isolate at home for 14 days.
- Training workers and staff on site on the signs and symptoms of COVID-19, how it is spread, how to protect themselves (including regular handwashing and social distancing) and what to do if they or other people have symptoms.
- Placing posters and signs around the site, with images and text in local languages.
- Ensuring handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places throughout site, including entry /exits points, toilet, canteen / mess, drinking water points; worker accommodation; stores; and common spaces. Where hand washing facilities do not exist or are not adequate, arrangements should be made to set them up. Alcohol based sanitizer (if available, 60-95% alcohol) can also be used.
- Providing cleaning staff with adequate cleaning equipment, materials and disinfectant.
- Review general cleaning systems, training cleaning staff on appropriate cleaning procedures and

appropriate frequency in high use or high-risk areas.

- Where it is anticipated that cleaners will be required to clean areas that have been or are suspected to have been contaminated with COVID-19, providing them with appropriate PPE: gowns or aprons, gloves, eye protection (masks, goggles or face screens) and boots or closed work shoes. If appropriate PPE is not available, cleaners should be provided with best available alternatives.
- Training cleaners in proper hygiene (including hand washing) prior to, during and after conducting cleaning activities; how to safely use PPE (where required); in waste control (including for used PPE and cleaning materials).
- The Engineer / Project Manager will take in writing from the Contractor of the Measures being taken to address the risks, presented as a contingency plan, as an extension of the existing project emergency and preparedness plan or as standalone procedures.
- Contractor to convene regular meetings with the project health and safety specialists and medical staff (and where appropriate the local health authorities), and to take their advice in designing and implementing the agreed measures.
- a senior person should be identified as a focal point to deal with COVID-19 issues responsible for coordinating preparation of the site and making sure that the measures taken are communicated to the workers, those entering the site and the local community.
- The client may provide support to projects in identifying appropriate mitigation measures, particularly where these will involve interface with local services, in particular health and emergency services.
- The grievance redress mechanism set up for the project will have special number only for reporting concerns relating to COVID-19. The number will be widely disseminated and will also be put on the information board at all project sites.

Section IX. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General			
GCC 1.1 (d)	The financing institution is: New Development Bank (NDB)		
GCC 1.1 (r)	The Employer is Office of Directorate of Tourism Shillong- 793001 Meghalaya <i>authorized representative:</i> Executive Engineer		
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>24 Months</i> .		
	Mile stone	Description	Period of completion From the start date
	1	Value of work to be completed 25% of Contract amount	8 Months
	2	Value of work to be completed 60% of Contract amount	15 Months
	3	Completion of contract in all respects	24 Months
GCC 1.1 (y)	The Project Manager is: Executive Engineer The Project Manager's Authorized Representative is: Project Engineer		
GCC 1.1 (aa)	The Site is located at Wahkaliar, East Khasi Hills, Meghalaya, India		
GCC 1.1 (dd)	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.		
GCC 1.1 (hh)	Developing the viewing area for the Nohkalikai Water falls (Wahkaliar ViewPoint) M/D Tour/Tech/NDB/90/2025/5 Dated : 11 th December 2025		
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) "ESHS" means environmental, social (including sexual exploitation and abuse		

	(SEA) and gender-based violence (GBV)), health and safety.		
GCC 2.2	Sectional Completions are: Not applicable		
GCC 2.3(i)	The following documents also form part of the Contract:		
	S.No.	Document	Description of the document
	1.	Construction Methodology	Construction methodology given in bid amended as per comments of Employer given in letter of acceptance.
	2.	Quality control	Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.
	3.	Environment al, Social, Health and Safety	(i) ESHS Management Strategies and Implementation Plans; (ii) Labor Influx and Worker's Camp Management Plan including the process for mitigating construction related impacts on local community; and (iii) Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Republic of India.		
GCC 4.1	<p>As per the document the Project Manger i.e. SE is authorized to take all decision/ issue orders/ approve variations etc. But as per the powers of the officers, the SE needs to approach CE for approval of variations, EOT etc. In case it is required indicate under this sub clause indicate as under:</p> <p>The Project Manager shall take prior approval of the Employer for the following:</p> <ul style="list-style-type: none"> (i) Approving variations and rate for new items (ii) Approving sub-contractor 		

	(iii) Granting Extension of time												
GCC 7.1	The ceiling for sub-contractor is 25%												
GCC 8.1	Schedule of other contractors: Not applicable												
GCC 9.1	<p>Key Personnel and equipment:</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager 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.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid &construction methodology].</i></p>												
GCC 9.2	<p>The following is inserted as GCC 9.2 (e):</p> <p>“Breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>												
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <table><tr><th>S.No.</th><th>Description</th><th>Minimum cover for Insurance</th><th>Maximum deductible for Insurance</th></tr><tr><td>(i)</td><td>Works and Plant and Materials which are incorporated in works</td><td>Equal to the contract value and the materials as per the contract price</td><td>Rs 100,000/-</td></tr><tr><td>(ii)</td><td>Loss or damage To Construction Equipment</td><td>Rs. 50 million</td><td>Rs 100,000/-</td></tr></table>	S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials which are incorporated in works	Equal to the contract value and the materials as per the contract price	Rs 100,000/-	(ii)	Loss or damage To Construction Equipment	Rs. 50 million	Rs 100,000/-
S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance										
(i)	Works and Plant and Materials which are incorporated in works	Equal to the contract value and the materials as per the contract price	Rs 100,000/-										
(ii)	Loss or damage To Construction Equipment	Rs. 50 million	Rs 100,000/-										

	(iii)	Other Property	Rs. 5 million	Rs 100,000/-
	(iv)	Personal injury or death insurance: a) for other people;	Rs. 5 million	Rs 25,000/-
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
GCC 14.1	Site Data are: Google Co-ordinates: 25°16'31"N 91°39'55"E			
GCC 15.2	15.2.2 (b): The Contractor shall implement all mitigation measures for which responsibility is assigned to him as stipulated in the Environmental Management Framework, and the conditions stipulated in Section VII-Work Requirements of this Bidding Document, even if not explicitly covered under the ESHS-MSIP submitted by the bidder and made part of the Contract Document.			

<p>GCC 16.1 (add new 16.2)</p>	<p>ESHS Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2: “16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
<p>GCC 20.1</p>	<p>The Site Possession Date(s) shall be: Letter of Award of Contract</p>
<p>GCC 23.1 & GCC 23.2</p>	<p>Name of the agreed Adjudicator: Shri Winston Churchill Pasweth</p>
<p>GCC 24.2</p>	<p>Adjudicator is expected to provide his decision within 28 days from the date of referring the dispute by the Contractor. This period may be increased to 56 days as it is not possible for the adjudication to pronounce his decision since it involves obtaining written replies from the Employer, rejoinder from the Contractor, conduct hearing etc.</p>
<p>GCC 24.3</p>	<p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator: A: Retention Money: Rs.20, 000.00 per month for one contract package. Rs.30, 000.00 per month for more than one contract package. B: Daily Fee :i. Rupees 4,000/- per day for site visit / meetings at site</p>

	<p>ii. Rupees 2,000/- per day for meetings at place/s other than site</p> <p>E. The expenses of the Adjudicator shall be borne equally by the contractor and employer. However payment to the Adjudicator shall be released by the Employer. 50% of the same will be charged by the contractor from the employer along with the bills.</p>
GCC 24.4	<p>Language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(f) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings as also the fees and expenses paid to the Arbitrators will be paid equally by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings on its behalf shall be borne by each party itself. Fees & expenses payable to the Arbitrators shall be as per the prevailing rates (including revision from time to time) of fees & expenses fixed by the National Highways Authority of India, Govt. of India. Present rate of fees & expenses fixed by the National Highways Authority of India, Govt. of India areas below :</p> <p>(g) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the President of the Executive Committee of Indian Roads Congress.</p> <p>(h) The Arbitrator should give final award within the time limit prescribed in Arbitration and Conciliation Act, 1996, amendment 2015 & 2019.</p> <p>(i) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, amendment 2015 & 2019 and the award made in pursuance thereof shall be binding on the parties."</p>

Order of Precedence of Documents	<p>In Case of difference, contradiction, discrepancy, with regards to Conditions of Contract, Specifications, drawings etc forming part of the contract, the following shall prevail in the order of precedence</p> <ul style="list-style-type: none"> i. Letter of Award, along with the statement of agreed variations and its enclosures, if any. ii. Amendments to Tender Documents iii. Special Conditions of Contract iv. DBR along with Scope of Work v. Drawings vi. Technical Specifications vii. Financial Bid & Schedule of Payments viii. General Conditions of Contract ix. CPWD / MORTH Specifications (Latest) x. Relevant B.I.S Codes
---	---

B. Time Control	
GCC 26.1	<p>The Contractor shall submit a revised Program including Environmental Management Plan and ESHS-MSIP for the Works (in such form and detail as the Project Manager shall reasonably prescribe) within 14 days of delivery of the Letter of Acceptance.</p> <p><i>[This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations if any from that should be clearly explained and should be satisfactory to the Project Manager]</i></p>
GCC 26.2	<p>Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or <p>any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.</p>

GCC 26.3	<p>The period between Program updates is 90 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs. 500,000.00.</p>
GCC 26.5	<p>Replace 2nd sentence i.e. The report shall include charts and detailed descriptions of the progress of identified activities, photographs showing status of progress at site, records of Contractor's personnel and equipment, Quality Assurance documents, comparison of actual and planned progress as per program with the following:</p> <p>The MPR shall include:</p> <ul style="list-style-type: none"> a) Charts and detailed description of progress b) Photographs showing the status of work at the site. c) The details of contractor's personnel and equipment d) Copies of quality assurance documents, test results and certificate of material e) List of early warnings issued in accordance with GCC sub clause 31 f) Safety statics including details of any hazards incidents and activities relating to environmental aspects and public relations and g) Comparisons of actual and planned progress.
GCC 26.6	<p>The following is inserted as a new sub clause 26.6:</p> <p>"26.6 The contractor will submit a brief Labor Influx and Worker's Camp Management Plan including the process for mitigating construction related impacts on local community within 30 days of signing the contract. The plan shall be updated and a revised plan shall be submitted, if required."</p>

GCC 30	Management meetings will be chaired by the Project Manager and the proceedings shall be issued by PM only. As such it is suggested to have the monthly Management meetings at PM's office only. The Employer may conduct project progress review meetings which shall be in his office at Shillong. Keeping this in view the venue and date shall be indicated.
C. Quality Control	
GCC 34.3	The Defects Liability Cum Post Construction Maintenance Period is: <i>3(three)Years.</i>
D. Cost Control	
GCC 37.2	Deleted
GCC 38.3	Deleted
GCC 41.1	Change 28 days by 56 days Interest rate for Delayed payment is 06 (six) % per annum simple interest.
GCC 45.1	Price Adjustment: The contract is subject to price adjustment in accordance with G.C.C. Clause 45and following information regarding coefficients does apply. The Price Adjustment shall be done in accordance with Tables 1&2. The price Adjustment will be done monthly.
GCC 46.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
GCC 47.1	The liquidated damages for the whole of the Works are 1/2000 of the Contract Price per day. The Liquidated damage for not achieving the milestone is as indicated below. The maximum amount of liquidated damages for the whole of the Works is 10 (ten) % of the final Contract Price. For milestone 1 Rs. 49000 per day For milestone 2 Rs. 36750 per day ,For Mile stone 3 completion of whole of the work Rs. 36750 per day

GCC 49.1	<p>The amount of the advance payments are:</p> <table><tr><td><u>Nature of Advance</u></td><td><u>Amount (Rs.)</u></td><td><u>Conditions to be fulfilled</u></td></tr><tr><td>1. Mobilization</td><td>5% of the Contract price</td><td>On submission of un-conditional Bank Guarantee and after obtaining confirmation from the issuing bank</td></tr><tr><td>2. Equipment <i>(This advance is not applicable for equipment already or hired/leased of contractor.)</i></td><td>90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 10% of the Contract price.</td><td>On submission of un-conditional Bank Guarantee and after obtaining Confirmation from the issuing bank. <i>(to be drawn owned by the Contractor period)</i></td></tr></table> <p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or twelve (12) months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 25% of the amounts of all Interim Payment Certificates until such time as the advance has been repaid.</p>	<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee and after obtaining confirmation from the issuing bank	2. Equipment <i>(This advance is not applicable for equipment already or hired/leased of contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 10% of the Contract price.	On submission of un-conditional Bank Guarantee and after obtaining Confirmation from the issuing bank. <i>(to be drawn owned by the Contractor period)</i>
<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>								
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee and after obtaining confirmation from the issuing bank								
2. Equipment <i>(This advance is not applicable for equipment already or hired/leased of contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 10% of the Contract price.	On submission of un-conditional Bank Guarantee and after obtaining Confirmation from the issuing bank. <i>(to be drawn owned by the Contractor period)</i>								
GCC 50.1	<p>"GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India.</p> <p>The Performance Security amount is 03(Three) % of contract price plus Rs. -- -----</p> <p>as additional security for unbalanced bids [<i>in terms of ITB Clause 40</i>], and Environmental, Social, Safety and Health (ESHS) Performance Security</p>									

	<p>amount is 01(one)% of Contract Amount.</p> <p>The standard form of Performance Security acceptable to the Employer shall be <u>unconditional</u> Bank Guarantees from a Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p>Performance security towards unbalanced bid/items and towards ESHS will be refunded after the issue of completion certificate.</p> <p>Performance security of 4% of contract price shall be valid until 28 days from the completion of post construction 3years routine maintenance period.</p>
E. Finishing the Contract	
GCC 55.1	Deleted
GCC 56.1	<p>* The date by which operating and maintenance manuals are required is within 28days of issue of certificate of completion of whole of work.</p> <p>The date by which "as-built" drawings (in scale...) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of issue of certificate of completion of whole of the work.</p>
GCC 56.2	<p>* The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals *by the date required in G.C.C. 56.1 is Rs.3,00,000.00</p>
GCC 57.2 (g)	The maximum number of days is: 200
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws³³

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

³³This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter- state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of

- construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the registering Officer appointed by the Government.
- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
 - (q) Weekly Holidays Act -1942
 - (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
 - (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
 - (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
 - (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
 - (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulate the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior

permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.

8. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
9. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
10. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
11. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need

- to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
12. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also, for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
 13. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
 14. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
 15. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
 16. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
 17. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those wastes resulting from construction, re-modeling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
 18. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or

reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

19. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
20. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
21. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
22. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
23. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
24. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
25. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other

means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

26. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
27. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or useof which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
28. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix 2
Tables of Adjustment Data
(Cl. 45 of GCC)

Not to be used

Appendix -3³⁷

**Appointment of
Adjudicator**

Suggested Draft of Letter of Appointment of Adjudicators in civil works contracts

Sub: Appointment of Adjudicator for the work "Developing the viewing area for the
Nohkalikai Water falls (Wahkaliar ViewPoint)"

To

Shri. Winston Churchill Pasweth
PWD Quarter, Near Pinemount
schoolShillong -793001
Meghalaya

We hereby confirm your appointment as Adjudicator for the above contract to carry out
the assignment specified in this Letter of Appointment.

For administrative purpose the Office of Directorate of Tourism of Meghalaya has been assigned to
administer the assignment and to provide the Adjudicator with all relevant information needed to
carry out the assignment on behalf of both the Employer and the contractor. The services will be
required during the period of contract for the work of "Developing the viewing area for the
Nohkalikai Water falls (Wahkaliar ViewPoint)"

The Adjudicator shall visit the worksite once in 3 (three) months till the completion of the work
indicated above or as specifically requested by Employer/ Contractor for the period up to the
end of defects liability period with prior intimation to the Employer and the contractor. The
duration of each visit shall ordinarily be for one to two days only. These durations are approximate
and the Office of Directorate of Tourism of Meghalaya and (Name of the Employer and Name of
the Contractor) may find it necessary to postpone or cancel the assignment and/or shorten or
extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of
Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date
of issue of the notice, if both Employer and the Contractor so desire. Also, the appointment shall
automatically stand terminated 14 days after the defect notice / correction period as stated in
Clauses 23 and 24 of the Conditions of Contract is over.

The Adjudicator will be paid as per below:

³⁷ If ITB 43 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix
3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the
Institution.

A: Retention Money: Rs.20, 000.00 per month for one contract package. Rs.30, 000.00 per month for more than one contract package.

B: Daily Fee:

- i. Rupees 4, 000/- per day for site visit / meetings at site
- ii. Rupees 2, 000/- per day for meetings at place/s other than site

The Adjudicator will submit a pre-receipted bill in triplicate to the Employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure incurred by him against boarding, lodging and travelling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third- party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of

"Developing the viewing area for the Nohkalikai Water falls (Wahkalliar ViewPoint)

between the Employer and the contractor vide clause no.24 of the General Conditions of Contract. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the worksite, the Adjudicator will discuss the matter with the Employer and if necessary, with the Contractor before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the Employer and the contractor. The Adjudicator's decision should be communicated in the form of a

speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part

Read and Agreed

Name of Adjudicator

Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

Attachment: Copy of contract document between the Employer and contractor and format for recommendation.

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendation in a professional and timely manner (as per sample format)

[IN THIS AND THE NEXT FORM, USE THE TERM ADJUDICATOR]

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [NAME OF DISPUTE]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Contractor's Position

A short summation of the contractor's position as understood by the Adjudicator.

Employer's Position

A short summation of the Employer's position as understood by the Adjudicator.

Recommendation

The Adjudicator's specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*) The Adjudicator's description of how each recommendation was reached.

Respectfully

Submitted, Date : _____

Date : _____

Date : _____

Section X - 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.

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause

43. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the NDB required under the Loan Agreement.]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price
[insert amount in numbers and words] as corrected and modified³⁸ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.³⁹
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with GCC 23.

We note that as per your bid, you do not intend to subcontract any component of work.

[OR]

We note that as per your bid, you propose to employ M/s.....as sub-contractor for executing

[Delete whatever is inapplicable]

³⁸ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³⁹ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

⁴⁰ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 40, in the form detailed in ITB Clause 45 for amounts⁴¹ of Rs. and Rs ____specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 45.2 will be taken. The securities shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Form and the ESHS Performance Security Form, included in Section X - Contract Forms, of the bidding document.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including environmental management plan as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

⁴¹*Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ESHS Performance Security respectively.*

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 45.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign
on behalf of Employer)

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday 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) this Agreement
 - (b) the Letter of Acceptance
 - (c) the Contractor's Bid including completed schedules and priced bill of quantities,
 - (d) the Addenda No's. . . . **[insert addenda numbers if any]**
 - (e) the Particular Conditions of contract
 - (f) the General Conditions of contract;
 - (g) the Specifications
 - (h) the Drawings; and
 - (i) Construction Program, Methodology, Quality Assurance Program and Environmental Management Plan
 - (j) Joint Venture Agreement [for JVs only]
 - (k) Any other document listed in 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:

for and on behalf of the Employer

Signed by:

for and on behalf the Contractor

in the presence of:.....
Witness, Name, Signature, Address,
Date

in the presence of:____
Witness, Name, Signature, Address,
Date

Performance Security - Bank Guarantee

[including Additional Performance Security for unbalanced bids]

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No*[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: _____*[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____*[name and address of Contractor⁴²]*

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____

dated _____ to execute _____ *[name of contract & brief description of works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _ *[amount of guarantee⁴³]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

_____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

⁴²*In the case of a JV, insert the name of the Joint Venture*

⁴³*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*
_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor⁴⁶]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁴⁷]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without what so ever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Contractor. Consequently, any demand for

payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

⁴⁶In the case of a JV, insert the name of the Joint Venture

⁴⁷An amount shall be inserted by the bank representing the amount of the Advance Payment, and
denominated in Indian Rupees.

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be
deleted from the final product.***

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

_____ *[Bank's name and address of issuing branch or office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name]* of
contractor⁴⁸ (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, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the contractor, we _____ *[name of Bank]* hereby
irrevocably undertake to pay you the sum or sums not exceeding in total an amount of
_____ *[amount in Rupees] (_____)*
[amount in words⁴⁹] 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 without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the
payment of the second half of the Retention Money referred to above must have been
received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has
received a copy of the Defects Liability Certificate issued by the Project Manager.
Consequently, any demand for payment under this guarantee must be received by us at
this office on or before that date.

[Signature(s) and seal of the guarantor]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁴⁸*In the case of a JV, insert the name of the Joint Venture*

⁴⁹*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

Bid Securing Declaration

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a Performance Security before the deadline defined in ITB 45.1 of the Invitation for Bids (IFB), then [Name of the bidder] will be suspended for participation in the tendering process for the works of Meghalaya PWD/MoRTH/NHAI/NHIDCL/DoT and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the Authorized Signatory)
(Official-Seal)