

# **BID DOCUMENTS**

**NEW SHILLONG TOWNSHIP DEVELOPMENT AGENCY**

**CONSTRUCTION OF CONVENTION CENTRE AT IIM SHILLONG, SHILLONG MEGHALAYA**

## Contents of Tender Document

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GOVERNMENT OF MEGHALAYA  
DEPARTMENT OF URBAN AFFAIRS

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**KEY EVENTS AND DATES**

Name of Work	<b>CONSTRUCTION OF CONVENTION CENTRE AT IIM SHILLONG</b>
Period of Sale of Bidding Document	FROM: 8 <sup>th</sup> June 2026
	TO: 6 <sup>th</sup> July 2026
Time and Date of Pre-Bid Conference	19 <sup>th</sup> June 2026 at 14:30 hours
*Last Date and Time for Receipt of Bids	6 <sup>th</sup> July 2026 at 14:30 hours
Time and Date of Opening Bids – Technical Part	6 <sup>th</sup> July 2026 at 16:00 hours
Last Date of Submission of Physical Documents*	10 <sup>th</sup> July 2026
Place of Opening of Bids <sup>1</sup>	New Shillong Township Development Agency.
Officer Inviting Bids	New Shillong Township Development Agency.

\*Submission of original documents like bid security, demand draft, affidavits and/or if any etc. documents uploaded in e-procurement shall be 10<sup>th</sup> July 2026 by 2:00 P.M

<sup>1</sup>The firms that qualify technically shall be notified subsequently for opening of the financial part of their bid.

INVITATION FOR BID  
(IFB)

GOVERNMENT OF MEGHALAYA

NEW SHILLONG TOWNSHIP DEVELOPMENT AGENCY MEGHALAYA:: SHILLONG

IFB/RFP No.: NSTDA/TECH/6/2024/97

Dated: 8<sup>th</sup> June 2026

INVITATIONS FOR BIDS (IFB)

(Two Envelope Bidding Process with e-Procurement)

OPEN COMPETITIVE BIDDING (EPC MODE-II)

- 1 The Government of Meghalaya through the Member Secretary, New Shillong Township Development Agency invites e-Tender for **"CONSTRUCTION OF CONVENTION CENTRE AT IIM SHILLONG"**.
- 2 Bidding will be conducted through Open Competitive Bidding procedures following India country procurement system. Bidding is open to all eligible bidders from India.
- 3 Bidders should be Class-I Contractors registered with the Government of Meghalaya, Directorate of Urban Affairs, Shillong. Non-Registered Bidders may also submit the Bids; however, the Successful bidders must get themselves registered in appropriate Class with the Director, Urban Affairs, Shillong before signing of Contract. Bidders are advised to note the clauses one eligibility (Section I Clause 4) and minimum qualification criteria (Section III– Evaluation and Qualification Criteria), to qualify for the award of the contract.
- 4 Bidding documents are available online on <https://meghalayatenders.gov.in> from **8<sup>th</sup> June 2026 to 6<sup>th</sup> July 2026** 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 Member secretary, New Shillong Township Development Agency, Meghalaya, Shillong. (Original Demand Draft is to be submitted subsequently as per the procedure described in paragraph 8 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.
- 5 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.
- 6 All Bids must be accompanied by a bid security/Insurance Surety bonds specified for the work in the table below. Bid Security/Insurance surety bond will have to be in the forms as specified in the bidding document. Procedure for submission of Bid Security/Insurance surety bond is described in Para below.
- 7 Bids must be submitted online on <https://meghalayatenders.gov.in> on or before the **6<sup>th</sup> July 2026 at 14:30 hours and the 'Technical Part' of the bids will be opened online on 6<sup>th</sup> July 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.

8. The bidders are required to submit (a) original bid security/insurance surety bond in approved format enclosed; (b) original affidavit regarding correctness of information furnished; and (c) original demand drafts towards the cost of bid document, **(copies of these documents shall be uploaded in the e-procure system)**, to the Office of Member Secretary New Shillong Township Development Agency, Meghalaya on or before 6<sup>th</sup> July 2026 by 2:00 P.M from 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.
9. A pre-bid meeting will be held on the 19<sup>th</sup> June 2026 at 14:30 hours in the office Chamber of Director-cum Member Secretary, New Shillong Development Agency, Directorate of Urban Affairs, Meghalaya, Shillong 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 may submit their inquiries to the email : [msnstda@gmail.com](mailto:msnstda@gmail.com)
10. 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.
11. **Availability of Bid Documents and mode of submission:** The bid Document and all other details will be available for viewing online from 8<sup>th</sup> June 2026 @ 16:00 hours onwards in the portal <https://meghalayatenders.gov.in>

**TABLE-1**

Package No	Name of Work	Estimated Contract Value (Rs.)	Bid Security (Rs.)	Court fee stamp	Cost of Document including GST and printing charges (Rs.)	Period of Completion
1	2	3	4		5	6
1	CONSTRUCTION OF CONVENTION CENTRE AT IIM SHILLONG.	Rs. 91.67 Crores (appx.)	EMD is 1% for ST- and 2% for Non-Tribal	Rs.2000/-	Rs. 91,000.00/-	24 Months

Member Secretary,  
New Shillong Township Development Agency  
Government of Meghalaya.

## PART 1– Bidding Procedure

## Section I - Instructions to Bidders (ITB)

This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also gives information on bid submission, opening and evaluation, and on the award of Contract. Bidders are requested to follow the ITB guidelines to be a part of responsive bidder by complying all instructions of ITB, GCC, PCC and SCC conditions.

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.



## 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 Part 2 (Employer's Requirements) & Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are specified in the BDS.
	1.2	<p>Throughout this Bidding Document:</p> <p>(a) the term "in writing" means communicated in written form and delivered against receipt;</p> <p>(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</p> <p>(c) "day" means calendar day.</p>
2. Source of Funds	2.1	Indian Institute of Management Shillong
3. Corrupt and Fraudulent Practices	3.1	The Department NSTDA, Govt. of Meghalaya requires compliance with its policy in regard to corrupt and fraudulent practices.
	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 Department of NSTDA 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 Department of New Shillong Township Development Agency.

	3.3	<p>Intending Bidder must not be placed in the Negative List of firms of any department/organization for any reason including failure abandoning the project without permission of the department/ organization, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the department/ organization. A Bidder, whose proprietor/ partner/ director/ organization is having any F.I.R./ police case/ CBI case / any ongoing cases on due to corrupt or unethical practices during tenders/execution of contracts, or is/was barred from participating in the tenders/during execution of contract in any Central/State Govt. Organization or Central/State Public Sector Units (PSU) or Autonomous bodies or Public Listed Company or Private Limited Company Govt or PSU Work Agency, such shall not be allowed to participate in the tender process- A bidder will have to submit an affidavit in compliance to this clause. A general practice Format of Affidavit has to be submitted and it has to be notarized. All the Central/State Government and/or State/Central Govt undertaking PSU's are exempted from this clause. All other terms and conditions will be applicable as due. If any bidder is found engaged in activities specified under this clause, then they shall be debarred or banned for a period of 3 years.</p>
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4. Eligible Bidders	4.1	<p>A Bidder may be a firm that is a private entity, or a government- owned entity or a partnership firm 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. Bids submitted by a joint venture of subject to maximum of two 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"> <li>(a) 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;</li> <li>(b) 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];</li> <li>(c) 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;</li> </ul>
	4.2	<p>A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified.</p>

5. Eligible Materials, Equipment and Services	5.1.	The materials, equipment and services to be supplied under the Contract and financed by the Department NSTDA 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
6. Sections of Bidding Document	6.1.	<p>The Bidding Document consists 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- 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) Drawings</p> <p>(C) Technical Specifications</p> <p>(D) 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>Section XI – Special Conditions of Contract (SCC)</p>
	6.2.	The Invitation for Bids issued by the Employer is not part of the Bidding Document.
	6.3.	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.
	6.4.	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.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1.	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.
	7.2.	The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. The bidder has to get the site visit confirmation certificate from the concern EE/Engineer in Charge <b>on before the last date of submission of Tender</b> from the date of publication of the tender in the format provided through this IFP and upload the same in the e-procurement system along with other documents. Non submission of the same will be considered as non-responsive bid.
	7.3.	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4.	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.
	7.5.	The Bidder is requested, to submit any questions only through the mail id: <a href="mailto:msnstda@gmail.com">msnstda@gmail.com</a> , not later than the date of pre-bid meeting.

	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.	Non-attendance 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.
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.	The Technical Part shall contain the following: (a) Letter of Bid – Technical Part:

		<p>(b) Completed Schedules, in accordance with ITB 12, as specified in BDS;</p> <p>(c) Bid Security/Surety Bond, in accordance with ITB 19;</p> <p>(d) Copies of documents: (i) Demand Drafts towards the cost of bid document; (ii) Bid Securing Declaration in approved form; (iii) Original Affidavit regarding correctness of information furnished</p> <p>(e) Alternative bids– technical part, if permissible, in accordance with ITB 13;</p> <p>(f) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</p> <p>(g) Documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract, if its Bid is accepted;</p> <p>(h) Technical Proposal in accordance with ITB 16;</p> <p>(i) Bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered in to by all members.</p> <p><b>Document required in the BDS. 11.3 the Financial Part shall contain the following:</b></p> <p>(a) Letter of Bid– Financial Part: prepared in accordance with ITB 12 and ITB 14;</p> <p>(b) BOQ Excel sheet</p>
	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 Financial Bid and filled-up Price 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 submit (a) original demand drafts towards the cost of bid document (b) original bid security/Insurance surety bond in approved formats; and (c) original affidavit regarding correctness of information furnished uploaded in the e-procure 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. <b>(BOQ Excell Sheet only)</b>
	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 price of the Work described Including GST. Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. <b>(BOQ Excell Sheet only)</b>
	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. <b>(BOQ Excell Sheet only)</b>
	14.4.	Deleted
	14.5.	Unless otherwise specified in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.



	14.6.	Deleted
	14.7.	All duties, taxes, and other levies payable by the Contractor 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 shall be including GST.
	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 Engineer-In-charge .</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 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.	The currency of the bid and the currency of payments shall entirely be Indian Rupees only.
16. Documents Comprising the Technical Proposal	16.1.	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. 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.
17. Documents Establishing the Qualifications of the Bidder	17.1.	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
	17.2.	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).
18. Period of Validity of Bids	18.1.	<b>Bids shall remain valid for 120 days</b> 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.
	18.2.	In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. 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.
	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/Surety Bond 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, then the Bid Security/Insurance Surety Bond can submit by any of the JV partner on their name
	19.2.	<p>The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) An unconditional bank guarantee, issued by a Nationalized or Scheduled bank located in India;</li> <li>(b) An irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;</li> <li>(c) A cashier's or certified check; or fixed deposit receipt (FDR) from another security indicated in the BDS;</li> <li>(d) In case of a bank guarantee/Insurance Surety Bond, 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</li> <li>(e) In Case of bid security in the form of Insurance surety bond the bidder shall submit it from a reputed insurance firm.</li> </ul>
	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"> <li>(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 18.2 or</li> </ul>

		<p>(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36 or</p> <p>(c) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB 44; or</p> <p>(ii) furnish a performance security in accordance with ITB 45.</p>
	19.7.	The Bid Security/Surety Bond 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, then the Bid Security/Surety Bond can submit by any of the JV partner on their name.
20. Format and Signing of Bid	20.1.	The Bidder shall prepare the Bid as per details given in ITB21.
	20.2.	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.
	20.3.	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.
	20.4.	Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.
		<b>D. Online Submission and Opening of Bids</b>
21. Preparation of Bids	21.1.	<p>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</p>

		e-token & the user id/ password chosen during registration. After getting the bid document, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected. If in case of Joint venture partnership, the submission of bid can be from any of the partners DSC (Digital signature certificate) will be allowed.
	21.2.	The completed bid comprising of documents indicated in ITB 12, 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.	The e-procurement system does not allow late submission of bids beyond the deadline for submission of bids.
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
		<b>E. Public Opening of Technical Parts of Bids</b>
25. Public Opening of Technical Parts of Bids	25.1.	<p>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.</p> <p>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.</p>
	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.
		<b>F. Evaluation of Bids – General Provisions</b>
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.	<p>During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
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 non-material non-conformities 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 non-material non-conformities 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"> <li>(a) if accepted, would;</li> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(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</li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	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, ITB, GCC, PCC and SCC conditions.
	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, ITB, GCC, PCC and SCC conditions. 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.	<p>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.</p> <p>Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS @ 26%. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works</p>
		H. Public Opening of Financial Parts of Bids
34. Public Opening of Financial Parts	34.1.	<p>Following the completion of the evaluation of the Technical Parts of the Bids, 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:</p> <ul style="list-style-type: none"> <li>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;</li> <li>(b) their Financial Part of Bid shall not be opened; and</li> <li>(c) notify them of the date and time for public opening of Financial Parts of the Bids</li> </ul>
	34.2.	<p>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:</p> <ul style="list-style-type: none"> <li>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</li> <li>(b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and</li> <li>(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 BDS.</li> </ul>
	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

		<p>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.	<p>To evaluate the Financial Part, the Employer shall consider the following:</p> <p>(a) Price Quoted by the bidder after the evaluation criteria of technical qualification.</p> <p>(b) In case of same offer by 2 or more bidders priority of award for the bid will be given to highest score bidder in Evaluation Criteria.</p>
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, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, 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 <b>annul the bidding process</b> and reject all bids at any time prior to contract award without assigning any reason thereof, and 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 (L1) 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 Bidders	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 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.	<p>The Employer within 3 weeks of issue of notification of award shall publish on <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a> 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:</p> <ul style="list-style-type: none"> <li>(i) name of each bidder who submitted the bid;</li> <li>(ii) bid prices as read out at bid opening;</li> <li>(iii) name and evaluated prices of each bid that was evaluated;</li> <li>(iv) name of bidders whose bids were rejected and the reasons for their rejection; and</li> <li>(v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</li> </ul>
	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 grounds its bid was not selected.

45. Performance Security	45.1.	3% of the Contract price 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 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.
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
	46.2.	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 must comply to all Central/ State Government 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.
48. Compliance	48.1	This Bid Document includes the Special Conditions of Contract (SCC), which shall take precedence over all other terms and conditions of the Contract Agreement. Failure to comply with the Special Conditions of Contract will render the bid non-responsive and result in its rejection.

## Section II - Bid Data Sheet (BDS)

### A. General

ITB 1.1	The Employer is: Member Secretary, New Shillong Township Development Agency, Meghalaya
ITB 1.1	<p>The name of the work is:</p> <p><b>“CONSTRUCTION OF CONVENTION CENTRE AT IM SHILLONG.”</b></p> <p>The identification number of the works:</p>
ITB 2.1	<p>The Borrower is New Shillong Township Development Agency.</p> <p>The Employer is the Office of Member Secretary, New Shillong Township Development Agency, Meghalaya</p>
ITB 2.1	<p>The name of the Project is:</p> <p><b>“CONSTRUCTION OF CONVENTION CENTRE AT IM SHILLONG”</b></p>
ITB 4.1	Joint Ventures are acceptable.
ITB 4.2.	Maximum number of members in the JV shall be: Two (02)

### B. Contents of Bidding Documents

ITB 7.1	<p>Electronic Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a></p> <p>Requests for clarification should be received by the Employer, on or before .....</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place. Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 19<sup>th</sup> June 2026</p> <p>Time: 14:30 Hours</p> <p>Place: Office Chamber of the Director Urban Affairs., Meghalaya, Shillong</p>
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
ITB 11.2	Deleted
ITB 11.3	Deleted
ITB 12	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.
ITB 12.3	For submission of original documents 10 <sup>th</sup> July 2026 by 2:00 P.M. from the last date of Bid submission, the Employer's address is: Office of Member Secretary, New Shillong Township Development Agency, Urban Affairs, Lum Shyllong Building, Secretariat Hills, Shillong-793001, Meghalaya, India
ITB 13.1	Alternative bids shall not be permitted.
ITB 14.5	The price 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	<b>The bid validity period shall be: 120 days.</b>
ITB 18.3 (a)	The factor is 3(Three) % per annum.
ITB 19.1	The Bidder shall furnish a bid security (EMD) in the formats either in Bank Guarantee / Insurance surety bond format given Bid Security/Fixed Deposit Receipt (FDR) from any Nationalized Bank is 2% for other or 1% for ST of the Tender Value .
ITB19.2 (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 consist of: (a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and

	(b) 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.”
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#### D. Online Submission and Opening of Bids

ITB 21.1	Class of DSC required is: Class-III
ITB 22.1	The deadline for uploading of bids is: Date: 6 <sup>th</sup> July 2026 Time: 14:30 Hours
ITB 24.1	Re-submission of the bid is allowed if withdrawn.

#### E. Public Opening of Technical Parts of Bids

ITB 25.1	The online bid opening of Technical Par of Bids shall take place at: Directorate of Urban Affairs, Lum Shyllong Building, Secretariat Hills, Shillong-793001, Meghalaya, India Date: 6 <sup>th</sup> July 2026 Time: 16.00 Hrs.
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#### 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 and as per the QCBS Stated under SCC.
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#### G. Evaluation of Technical Parts of Bids

ITB 33.1	Not applicable
ITB 33.2	Not applicable
ITB 33.3	(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: Twenty-Six (26) % of the total contract amount. Bidders planning to subcontract more than 26% 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. 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-contractors will not be permitted to participate.

	<p>(b) 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 subcontractor) should meet the qualification criteria.</p> <p>(c) Vertical splitting of the works shall not be allowed.</p> <p>(d) Note: Work should not be split into small parts and sub-contracted.</p>
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#### H. Public Opening of Financial Parts of Bids

ITB 34.2 ©	<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: <b>Will be intimated through eMail</b></p> <p>Place: Directorate of Urban Affairs, Lum Shyllong Building, Secretariat Hills, Shillong-793001, Meghalaya</p> <p>Date &amp; Time: Will be notified after evaluation of Technical Bid.</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 <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a></p>
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#### I. Award of Contract

ITB 45.1	The successful Bidder shall also be required to submit Performance Security @ 3% of contract price.
ITB 46.1	<p>The Adjudicator proposed by the Employer is:</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. Serving officers of Meghalaya Government (of any department) or of any Government department of other states or Govt. of India cannot be appointed as Adjudicators under the project.</li> <li>2. Retired officers (retired at least three years prior to the invitation for bids) can be considered for the appointment of Adjudicators.</li> </ol>
ITB 47	A successful bidder if belongs to non-tribal has to obtain the valid Trading License from the concerned Autonomous District Council, in the state of Meghalaya. In case the successful bidder is a consortium/JV, at least one of the 1 member of the consortium/JV shall have trading License from the concerned Autonomous District Council.



### Section III – PRE-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).

## 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:

- (ii) 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.
- (iii) An assessment of the details of subcontracting elements of works amounting to more than 26% 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].
- (iv) Procedure for Technical Evaluation:

The scrutiny of online submission of technical bids will be done at the PIU level (Superintending Engineer, NSTDA, Shillong). The PIU will check following documents:

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

### 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, Engineer-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 Engineer-In-charge of major or specialized/ minor component from the next RA/ final bill due to main contractor as the case may be.

## PRE-Qualification CRITERIA(PQC)

Sr. 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 any State or Central Govt., 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 ELI- 1.2 with attachments

PRE-Qualification CRITERIA(PQC)	
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Sr. No.	Subject	Requirement	Single Entity	Joint Venture, where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	

## 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
2.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder 3 since 1st January 2019 to bid due date	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

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.

## PRE-Qualification CRITERIA(PQC)

Sr. No.	Subject	Requirement	Single Entity	Joint Venture, where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
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.							
2.3 Financial Situation and Performance							
2.3.1(a)	Financial Capabilities (Bank Solvency)	Self-certified copy of Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least <b>40% of Estimated cost</b> of work put to Tender. The Certificate should have been issued within 6 (six) months from original last date of the submission of the tender.	Must meet requirement	Must meet requirement	Must meet 20% of requirement	Must meet 80% of requirement	Form FIN - 3.1 with attachments/Bank Certificates
2.3.1(b)	Financial Capabilities (Net Worth)	Net worth of the company/ firm as on 31 <sup>st</sup> March of previous financial year should be minimum <b>15% of Estimated cost of the work put to Tender</b>	Must meet requirement	Must meet requirement	Must meet 20% of requirement	Must meet 80% of requirement	Certificate from CA

## PRE-Qualification CRITERIA(PQC)

Sr. No.	Subject	Requirement	Single Entity	Joint Venture, where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.3.1(c)	Financial Capabilities <b>(Credit Facility)</b>	The Bidder shall submit existing Credit Facility from Bankers for <b>Rs. 14.00 (Twenty four) crores</b> only.	Must meet requirement	Must meet requirement	Must meet 20 % of requirement	Must meet 80 % of requirement	Bank Certificate

NOTE: A copy of certificate from the CA/Statutory Auditor assuring working capital to be enclosed.



## PRE-Qualification CRITERIA(PQC)

Sr. No.	Subject	Requirement	Single Entity	Joint Venture, where Permitted			Submission Requirement
				All Parties Combined	Lead Partner	Other Partner	
2.3.2	Annual Construction Turnover	The <b>Average annual financial turnover for last 3 years</b> shall be at least <b>40%</b> of the estimated cost put to tender. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/signatures and registration number.	Must meet requirement	Must meet requirement	Must meet Eighty percent (80%) of the requirement	Must meet Twenty percent (20%) of the requirement	Form FIN - 3.2/ Balance sheets

**Note:** The multiplication factor of 7% per annum is applicable on the Annual Financial Turnover figures.

### 2.4 Similar Experience of Work

2.4.1	Similar Construction Experience	<p><b>(i) Experience of having successfully completed or substantially completed similar works during the last 10 years ending previous day of last date of submission of tenders:</b></p> <p>At least <b>One Similar</b> completed work each costing not less than <b>80% of the estimated cost</b> of the bid.</p> <p><b>Or</b></p> <p><b>Two similar</b> completed works each costing not less than <b>50% of the estimated cost</b> of the bid;</p> <p><b>Or</b></p> <p><b>Three similar</b> completed works each</p>	Must meet requirement	Must meet requirement	Must meet Eighty percent (80%) of 80% of estimated cost of the bid	Must meet Twenty percent (20%) of 80% of estimated cost of the bid.	Form EXP – 4.1
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		costing not less than <b>40% of the estimated cost</b> of the bid					
		Similar works shall mean “Non – Residential building project till date of submission of tenders including Civil work, Internal water Supply, Electrical works, HVAC, STP. Plumbing, Fire Fighting, Fire Alarms etc . all executed in single work order under Central/State Government or Central/State Government PSU, “					

**Note-1:** Substantial completion means 85% of the physical/financial progress executed and the proof of the substantial completion shall be either a completion certificate (substantial completion) or any other proof stating 85% completion of the project executed or cumulative invoice copy, certified by the employer of the project/consultant/engineer-in-charge.

**Note-2:** The value of executed works shall be brought to current costing level by enhancing the actual value of work done at simple rate of 10% per annum; calculated from the date of completion to the last date of submission of bids.

2.4.2(d)	<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 = <math>(A \times N^2 - B)</math> 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 2023-2024 at the rate of 10% 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.</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 statement 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 Statutory Auditor or Chartered Accountant.</p> <p><b>Note: In Case of joint venture, the bid capacity shall be evaluated combinedly for qualification purpose.</b></p>
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## PRE-Qualification CRITERIA(PQC)

Sr. No.	Subject	Requirement	Single Entity	Joint Venture, where Permitted			Submission Requirement
				All Parties Combined	Each Member	One Member	
2.4.2(e)		Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: -  - Non-compliance of Section-I ITB, GCC, SCC, PCC  - 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 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.					

### **BID REJECTION CRITERIA**

1. Bidder must visit the site to obtain all pertinent information regarding the site working conditions. Site Visit certificate (As per F-3 in SCC) from the concerned Engineer shall have to obtain by bidder and has to submit through the Technical Bid, failing which the Bid will be liable for rejection.
2. Bidder has to submit an affidavit as per clause (iv) of additional documents of SCC. Non-compliance of the affidavit, by bidder through the bid will be rejected.
3. Bidder has to submit the supporting documents as per clause (i) to (iii) for the additional document

#### **D. Evaluation Criteria:**

(i) The details submitted by the bidders will be evaluated in the following manner: -

a) The initial criteria prescribed above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will be first scrutinized and the bidder's eligibility for the work shall be determined.

b) The bidders qualifying the tender technical criteria as set out above will be evaluated by scoring method on the basis of details furnished by them.

Sl. No.	Attributes	Max. Marks	Evaluation criteria
<b>(A)</b>	<b>Financial strength</b>	<b>(10)</b>	(i) Annual Turnover 100% - 5 Marks (ii) Annual Turnover 150% -5 Marks
<b>(i)</b>	<b>Average annual turnover</b>		
<b>(B)</b>	<b>Experience in similar Nature of works</b>	<b>(30)</b>	(i) Meeting minimum Experience in similar nature of works – 15 Marks (ii) Meeting 50% or more over and above minimum Experience in similar nature of works – 15 Marks
<b>(C)</b>	<b>On-Going Works</b>	<b>(10)</b>	At least <b>One On-Going</b> work from the General Construction Experience costing not less than <b>30% of the estimated cost</b> of the bid – 10 Marks
		<b>(10)</b>	For more than Two ongoing works from the General Construction Experience costing not less than 30% of the estimated cost of the bid – 10 Marks
		<b>(10)</b>	At least <b>One On-Going</b> work in Hilly Terrain or Seismic Zone V – 10 Marks
<b>(D)</b>	<b>Completed works</b>	<b>(10)</b>	At least One substantially Completed work of any Infrastructure project costing not less than 40 % of the estimated cost - 10 Marks

<b>(E)</b>	<b>Experience of North East Region.</b>	<b>(10)</b>	Having completed any one Infrastructure project in North East Region in last five year of 40 % of estimated cost -10 Marks
<b>(F)</b>	<b>Personnel on the project</b>	<b>(10)</b>	
(i)	Project Manager with Bachelor Degree -8 Years		3 marks
(ii)	Engineer with Bachelor degree – 5years (Civil-2, Electrical -1)		1 mark for each up to Max 3 marks
(iii)	Engineer with Diploma Civil – 1 & Electrical-1 & Quality Control-1 (Civil), EHS-1		1 mark for each up to Max 4 marks

To become eligible for short listing the bidder must secure at least **70%** marks in aggregate.

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

The value of executed works shall be brought to current costing level by enhancing the actual value of work done at simple rate of 10% per annum; calculated from the date of completion to the last date of submission of bids.

**The financial bids of only those bidders who qualify the technical evaluation criteria shall be opened**

## 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	Engineer-In-charge /P.M.	1	Degree in civil engineering	10 years	05 years
2	Senior Site Engineer	1	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	Execution Engineer	2	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
4	Quality Control Expert	1	Degree in civil engineering	05 years	03 years
5	Planning & Billing Engineer	1	Degree in civil engineering	05 years	03 years
6	MEPF Expert	1	Degree in electrical / mechanical engineering	07 years	05 years
7	EHS Expert	1	Safety Certificate	05 years	03 years

Notes:

The 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 with Capacity	Min. Number required
1	Mobile type Fully automatic RMC batching plant (capacity 30 cum/ hr.)	1 Nos.
2	Transit mixture with capacity not less than 5 Cum	1 Nos.
3	Concrete Pump	1 Nos.
4	Concrete mixture machine with weigh batcher	1 Nos.
5	Excavator	2 Nos.
6	Excavator Concrete Breaker/ Cutter	1 Nos.
7	Shuttering (Steel Acro Plate, Plywood as approve by EIC)	1000 Sqm
8	Vibrator (Needle) + Surface Vibrator (Operating with Electricity) + Diesel Vibrator	5 Nos.
9	Water Tanker	1 Nos.
10	Trucks/ Dumpers	2 Nos.
11	Pump/ Motor (min. 1.5 HP)	1 Set
12	Dewatering Pump (min. 2 HP)	1 Set
13	Diesel Generator/ Electrical Inverter with 4 hr. Battery backup	1 Set
15	Frontend Loader	1 Nos.
No.	Equipment Type and Characteristics with Capacity	Min. Number required
1	Mobile type Fully automatic RMC batching plant (capacity 30 cum/ hr.)	1 Nos.
2	Transit mixture with capacity not less than 5 Cum	1 Nos.
3	Concrete Pump	1 Nos.
4	Concrete mixture machine with weigh batcher	1 Nos.
5	Excavator	2 Nos.
6	Excavator Concrete Breaker/ Cutter	1 Nos.
7	Shuttering (Steel Acro Plate, Plywood as approve by EIC)	1000 Sqm
8	Vibrator (Needle) + Surface Vibrator (Operating with Electricity) + Diesel Vibrator	5 Nos.
9	Water Tanker	1 Nos.
10	Trucks/ Dumpers	2 Nos.
11	Pump/ Motor (min. 1.5 HP)	1 Set
12	Dewatering Pump (min. 2 HP)	1 Set
13	Diesel Generator/ Electrical Inverter with 4 hr. Battery backup	1 Set

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

1. RMC plant shall be installed at the work site only. The plant shall be solely used for this project only and no commercial use of the plant will be allowed. If sufficient space is not available nearby the site, the nearest possible space can be found by the contractor with consent of department.
2. The above indicative lists of minimum machinery shall be modified in accordance with requirement of work on case-to-case basis.
3. The above information may be furnished for each machinery and equipment listed herewith.
4. The present condition/ location of machinery should be furnished in detail. i.e. (i) Site of Work



(ii) Own Workshop (iii) Other Places.

5. Describe the fabrication and workshop facilities (a) to be set up at site (b) to be subcontracted locally (c) to be set up in any other place with relevant details.
6. The above information shall be supported with necessary documents i.e., Bill/ Invoice/Proforma Invoice etc. otherwise, the same shall be treated as null & void.
7. Machinery/ Equipment ownership as lease/ hire agreement for the work under tender shall be considered as valid proof for assured availability. leased agreement must indicate the current lease expiry date.
8. Minimum 1 no. Diesel Generator/ Electrical Invertor with 4 hr. Battery backup must be provided by the bidder for routine/ daily office/ work infrastructure.

## 2. Financial Part

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

Deleted

## 2.2 Other Criteria

In addition to the criteria listed in ITB 2.2 the following criteria shall also 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 XX Month, 2025.

To,

Office of Member Secretary of New Shillong Township Development Agency  
Shillong, Meghalaya, 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 (ITB 8);
- (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:  
**CONSTRUCTION OF CONVENTION CENTRE AT IIM SHILLONG.,**
- (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 \_\_\_\_ as the Adjudicator.
- (f) Or we do not accept the appointment of \_\_\_\_ 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.

- (a) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Employer.
- (b) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.58;
- (c) 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.
- (d) 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."
- (e) 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;
- (f) 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:

## 2 Technical Proposal

### Technical Proposal Forms

- Site Organization
- Work Method Statement
- Mobilization Schedule
- Construction Schedule
- Equipment
- Personnel
- Sub-contracting elements or works which in aggregate adds to more than 26% 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/Insurance surety bond

Appendix to Technical Part Technical Proposal – Site Organization

(\* 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)
	Fax	E-mail
	Job title	Years with present Employer

Note: Proof of Degree Certificate shall has to attach as a proof of their qualification

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.

Sr. No.	Item of Equipment	Description	Make	Capacity	Condition	Owned	Leased	To be Purchased
1								
2								
3								
4								

Note: The above information shall be supported with necessary documents i.e., Bill/ Invoice/Proforma Invoice etc. otherwise, the same shall be treated as null & void.

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	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 26% of the bid price for each element], together with the names, addresses and experiences of the proposed subcontractors. If Nill Kindly Mention as NILL.

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



### 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**

[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 – Subcontracting**

[Insert proposal of sub-contracting elements of works amounting to more than 26% 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.

Sr. No.	Position	Name	Qualification	Years of Experienc e	Years of Experience in proposed position			
					Building * works	Hospitalit y Buildings*	Others*	Total

Date: [insert day, month, year]

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

<b>1.1 Bidder Information</b>			
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)			

Attached are copies of the following original documents.

1. In case of single entity, articles of incorporation or constitution of the legal entity names above,.
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
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 with Sub- clauses 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/RFP No. and title: [insert NCB number and title]

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"> <li>Articles of incorporation or constitution of the legal entity named above, in accordance with ITB</li> <li>Authorization to represent the firm names above, in accordance with ITB 20.2.</li> <li>In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause of Qualification Criteria.</li> <li>Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>			

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

PARTICIPATION DETAILS	FIRM 'A' (Lead Partner)	FIRM 'B' (Other Partner)
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.

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

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the (number) years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the (number) 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)
[insert year]	[insert amount and percentage]	[indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
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 (in Indian Rupees)
[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute:[indicate “Employer” or “Contractor”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
<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 Net Worth	Contract Identification	Total Contract Amount (in Indian Rupees)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute:[indicate “Employer” or “Contractor”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]



## Appendix to Technical Part Financial Situation

FORM FIN 3.1 Historical Financial Performances Bidder's Legal 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]

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

SUMMARY OF FINANCIAL STATEMENTS							
Name of bidder/ JV Member:							
(Equivalent Rs. Millions/Crores)							
Sr. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year 2021-22, 2022-23,, 2023-24 2024-25, 2025-26,)					Ref. of Page Nos. of 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 Ratio (2)/ (5)						

13.	Net cash accruals = Profit						
14.	after Tax + depreciation						
<p>This information should be extracted from the Annual Financial Statements/ Balance Sheets, which should been closed. 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.</p>							

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).

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

Annual turnover data (construction only) *	
Year	Amount in Rupees
2025-26	[insert amount]
2024-25	[insert amount]
2023-24	[insert amount]
Average	[insert amount]

\* Annual construction turnover calculated as total certified payments received for work in progress or completed, during last 3 years. Specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.2. This should be certified by a Chartered Accountant.

Form FIN - 3.2 (a) JOINT VENTURE

Names of all members of a Joint venture
1. Lead Member
2. Member

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

Member	Year 1 2025-26	Year 2 2024-25	Year 3 2023-24	Average
1. Lead Partner				
2. Other Partner				
TOTALS				

To be certified by a chartered accountant

Name and address of Bankers to the each member of Joint Venture

Form EXP - 4.1

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

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

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

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

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

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

Note: Details of the above list shall be certified by a Chartered Accountant/Statutory Auditor of the Firm/Bidder.

## Format for Power of Attorney for signing of BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project \_\_\_\_\_{Project Name}\_\_\_\_\_ including but not limited to

signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For ..... (Signature, name, designation and address) of person  
authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
2. Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)  
by me/ personally appeared before me/ Attested/ Authenticated\*  
(\*Notary to specify as applicable)  
(Signature Name and Address of the Notary)  
Seal of the Notary Registration No. of the Notary Date:.....

(Notarised) Person identified



## Format for Power of Attorney for Lead Member of Joint Venture

Whereas the XXXXXXXXXXXXXXXXXXXX (“the Authority/ Employer”) has invited BIDs for the {Project name}\_\_\_\_\_ (the “Project”).

Whereas, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ having our registered office at \_\_\_\_\_, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For .....	For .....	For .....
(Signature)	(Signature)	(Signature)
.....	.....	.....
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) [XXXXXXXXXXXXXXXXXXXXXXXXXXXX] (hereinafter referred to as the “Authority/Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated .....(the “RFP”) for award of contract for rehabilitation and augmentation of {Project Name}\_\_\_\_ (the “Project”) through an EPC Contract. \_\_\_\_\_

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "Joint Venture") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and} (c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party: Second Party:  
{Third Party:}

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total length of the project highway if the Contract is allocated to the Joint Venture.

#### 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that: (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

## 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]<sup>12</sup> (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 .....<sup>13</sup>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 Instructions 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.

<sup>12</sup>In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and .....".

<sup>13</sup>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 \_\_\_\_\_ 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.

Validity shall be 45 days after the end of the validity period of the Bid.



## Surety Bond for Bid Security

S.B. No.:

Date:

To,

1. In consideration of you, XXXXXXXXXXXXXXXXXXXXXXXX having its office at XXXXXXXXXX, XXXXXXXX, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the XXXXXXXXXXXXXXXXXXXXXXXX Project (hereinafter referred to as "the Project") pursuant to the RFP Documents dated XXXXXX issued on respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we..... (Name of the Surety Insurer) having our registered office at..... and one of its branches at..... (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document/NIT, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of XXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without and demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding XX.

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to XX. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before XXXXXXXX (indicate date failing 180 days after the Bid Due Date).
14. This Surety Bond shall also be operatable at our....., branch at Shillong Meghalaya, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by..... Company  
By the hand of Mr./Ms....., its.....and authorized official

(Signature of the Authorised Signatory)  
(official seal)

Validity shall be 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 XX Month, 2026.

To,

Office of Member Secretary New Shillong

Township Development Agency,

Shillong, Meghalaya, 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]; Including GST;

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

**Price Preamble:**

- 1) The Price 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, SCC.
- 2) Price Schedule comprises for entire scope of work for Construction of New Secretariat Complex Including Campus Infrastructure on Engineering, Procurement and Construction(EPC) Basis in New Shillong City, Meghalaya and all other works of permanent and temporary nature to complete these works as contained in the tender documents and drawings.
- 1) The contractor's rates/price, quoted, shall be inclusive of all expenditures incidental to works. The contractor's bid price shall inclusive of Good services tax (GST). The estimate has been prepared in accordance with the DSR. The authority/employer reserves full right to either accept or reject the quoted bid price at their discretion.
- 2) The specifications of materials shall be governed by National Building Code 2016, CPWD Specifications & guidelines (Latest Editions), Technical Specifications as given Employer's Requirement, applicable IS Codes & Standards, relevant BIS codes and stated elsewhere.
- 3) The Scope of Works under this Contract will be to Study, Investigate, Design, Engineering, Procurement, Build and Hand over Project as per the Contract conditions.

**Note: The Letter of Bid need not be enclosed for e-procurement tender**

## Section V - Eligible Countries

### Eligibility for the Provision of Goods, Works, and Services

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
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Under ITB 4.7 (b) and 5.1	: None
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## **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, 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 contracts.<sup>18</sup> In pursuance of this policy, the Employer:
- (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;<sup>19</sup>
    - (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;<sup>20</sup>
    - (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;<sup>21</sup>
    - (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;<sup>22</sup>
    - (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 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 inspection and audit rights provided for under paragraph 1.16(e) below.

<sup>18</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>19</sup> 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 employees of other organizations taking or reviewing procurement decisions.

<sup>20</sup> 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.

<sup>21</sup> 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.

<sup>22</sup> 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 payment allocated to a contract if it determines at any time that representatives of a recipient of any part of the proceeds of the payment engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the recipient having taken timely and appropriate satisfactory action to address such practices when they occur, including by failing to inform the employer 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, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the employer 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 employer."



PART 2 – Employer’s Requirements

Section VII - Work Requirements

Attached herewith as ANNEXURES

- A. Scope of Works
- B. Drawings and Other Requirements
- C. List of Approved makes

## Section VIII - General Conditions of Contract

	A. General
1. Definitions	<p>1.1 Bold face type is used to identify defined terms.</p> <p>(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.</p> <p>(b) Deleted.</p> <p>(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.</p> <p>(d) Bank means the financing institution named in the PCC.</p> <p>(e) Price Schedule means the priced and completed Price Schedule forming part of the Bid.</p> <p>(f) Compensation Events are those defined in GCC Clause 42 hereunder.</p> <p>(g) The Completion Date is the date of completion of the Works as certified by the Engineer In charge, in accordance with GCC Sub-Clause 53.1.</p> <p>(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.</p> <p>(i) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>(j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance including GST and thereafter as adjusted in accordance with the Contract.</p> <p>(l) Days are calendar days; months are calendar months.</p> <p>(m) Deleted.</p> <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 Engineer-In-charge 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 Engineer In charge for the execution of the Contract.</p>

	<p>(r) Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.</p> <p>(s) Engineer-in-charge means the E.E (UAD)/T.L of PMC agency if engaged who shall sign, approve drawings, approve sub-vendors, approve or nominate sub-contractor, quality control, etc. and verification/ certification of the RA bills and final bill on behalf of Employer, as mentioned hereunder.</p> <p>(r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) GST shall mean Goods and Service Tax - Central, State and Inter State.</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 Engineer-In-charge 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 as approved by the Engineer-in-charge.</p> <p>(x) Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus applicable overheads and profits, Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.</p> <p>(r) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(s) 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 Engineer-In-charge .</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. Maximum Subcontracting element of complete contract is 26%.</p> <p>(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of Works.</p> <p>(gg) A Variation is an instruction given by the Engineer-In-charge which varies the Works. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.</p>
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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.</p>
4. Engineer-In-charge 's Decisions	<p>4.1 Except where otherwise specifically stated, the Engineer In-charge shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.</p> <p>However, if the Engineer In-charge who shall have to sign, approve drawings, approve sub-vendors, approve or nominate sub-contractor, quality control, etc. and verification/ certification of the RA bills and final bill on behalf of Employer, as mentioned hereunder.</p>
5. Delegation	<p>5.1 Unless otherwise specified in the PCC, the Engineer-In-charge 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>
6. Communications	<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>
7. Sub-contracting	<p>7.1 The Contractor may subcontract with the approval of the Engineer In-charge up to a ceiling @ 26% minimum 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 Engineer-In-charge should satisfy himself before recommending to the Employer whether:</p> <p>a) the circumstances warrant such sub-contracting; and,</p> <p>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> <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</p>

	<p>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"> <li>(a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;</li> <li>(b) the provision for labour, or labour component, and,</li> <li>(c) the purchase of materials which are in accordance with the standards specified in the contract.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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 26% of value of work which was to be executed by Contractor without sub-contracting.</li> <li>3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)</li> </ul>
8. Other Contractors	<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>
9. Personnel and Equipment Compliance with Labour Regulations	<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 Engineer In-charge. The Engineer-In-charge 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 Engineer-In-charge may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his workforce, who:</p>

	<p>(a) persists in any misconduct or lack of care,</p> <p>(b) carries out duties incompetently or negligently,</p> <p>(c) fails to conform with any provisions of the Contract, or</p> <p>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.</p> <p>9.3 If the Employer, Engineer In-charge 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 Engineer In-charge and the Contractor.</p> <p>9.5 The Contractor shall not employ any retired Gazette 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 Contractor.<sup>25</sup></p> <p>Based on Government Directives.</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 Engineer In-charge, deliver to the Engineer In-charge a return in detail, in such form and at such intervals as the Engineer In-charge may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the Engineer In-charge may require.</p> <p>9.7 During continuance of the Contract, the Contractor and his Sub- Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor 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 Engineer In-charge/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Engineer In-charge shall also have</p>
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	<p>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	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.
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 damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</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> <p>(a) a Defect which existed on the Completion Date,</p> <p>(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.</p>
12. Contractor's Risks	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.
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> <p>(a) loss of or damage to the Works, Plant, and Materials [which are incorporated in works];</p> <p>(b) loss of or damage to Construction Equipment;</p>

	<p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p> <p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer In-charge for the Engineer In-charge 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 Engineer In-charge.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies</p>
14. Site Data	<p>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.</p>
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 Engineer In-charge.</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- contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, byelaw, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.</p>
16. The Works to be Completed by the Intended Completion Date	<p>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 Engineer-In-charge , and complete them by the Intended Completion Date.</p>



17. Approval by the Engineer In-charge	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer In-charge, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Engineer In-charge'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 Engineer In-charge 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 Engineer In-charge of such discoveries and carry out the Engineer In-charge'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 Engineer In-charge and any person authorized by the Engineer In-charge 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 Engineer In-charge 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 employer and/or persons appointed by the employer 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 employer if requested by the employer. 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 employer's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination</p>

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<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 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>
<p>24. Procedure for Disputes</p>	<p>24.1. If the Contractor believes that a decision taken by the Engineer In-charge was either outside the authority given to the Engineer In-charge 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 Engineer In-charge'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 the 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 Employer 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 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.</p>
	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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer In-charge again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>

27. Extension of the Intended Completion Date	<p>27.1 The Engineer In-charge 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 Engineer In-charge shall decide whether and by how much to execute the Intended Completion Date/ Milestones within 21 days of the Contractor asking the Engineer In-charge 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>
28. Acceleration	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer In-charge 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>
29. Delays Ordered by the Engineer In-charge	<p>29.1 The Engineer In-charge may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
30. Management Meetings	<p>30.1 Either the Engineer In-charge 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 Engineer In-charge/ 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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge 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 Engineer In-charge.</p>
	C. Quality Control
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 Engineer-In-charge.</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 Engineer-In-charge 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 Engineer In-charge 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 Engineer In-charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer In-charge 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 Engineer-In-charge and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer-In-charge's responsibility as defined in the Contract Agreement</p> <p>34.3 The Engineer-In-charge 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>

	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 Engineer-In-charge's notice.
35. Uncorrected Defects	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Engineer-In-charge's notice, the Engineer-In-charge shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer-In-charge will certify payments to Contractor accordingly.</li> <li>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).</li> </ol>
	D. Cost Control
36. Contract Price	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contract Price shall be the lump sum Accepted Contract Amount including GST and be subject to adjustments in accordance with the Contract</p>
37. Changes in the Contract Price	Deleted
38. Price Variations & Adjustments	38.1 Deleted
39. Cash Flow Forecasts	39.1 When the Program is updated, the Contractor shall provide the Engineer-In-charge with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.

<p>40. Payment Certificates</p>	<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 Engineer-In-charge 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 Engineer-In-charge 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 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>40.7 Deleted</p>
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	<p>40.8 Deleted</p> <p>40.9 Deleted.</p> <p>40.10 Deleted.</p>
41. Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract &amp; taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Engineer-In-charge 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>41.4 As per the Payment Schedule Stated in SCC</p>
42. Compensation Events	<p>42.1. The following shall be Compensation Events:</p> <p>(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.</p> <p>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</p> <p>(c) Deleted.</p> <p>(d) The Engineer-In-charge instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>(e) The Engineer-In-charge unreasonably does not approve a subcontract to be let.</p> <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 Engineer-In-charge gives instructions 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 does not 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 Engineer-In-charge 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 Engineer-In-charge 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 Engineer-In-charge, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer-In-charge shall adjust the Contract Price based on the Engineer-In-charge's own forecast. The Engineer-In-charge shall assume that 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 Engineer-In-charge.</p>
43. Tax	43.1 The rates quoted by the Contractor shall be inclusive of GST.
44. Currencies	44.1 All payments shall be made in Indian Rupees.
45. Price Adjustment	Deleted
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 Engineer-In-charge, 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 Engineer-In-charge has certified that all Defects notified by the Engineer-In-charge 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>

	47.2 If the Intended Completion Date including milestones is extended after liquidated damages have been paid, the Engineer-In-charge 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.
48. Bonus	48.1 Deleted
49. Advance Payment - Secured Advances	<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/Insurance surety Bond in a form and by a bank/Insurance company acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee/Surety bond shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (each instalment not less than Rs. 5,00,000) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment i.e., Interest Free.</p> <p>49.2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer-In-charge .</p> <p>49.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Liquidated Damages.</p> <p>49.4. The Engineer In charge 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.</p>
50. Securities	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/Insurance surety Bond 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. If the bid will be found unjustified by the Employer it will be cancelled or additional Bank Guarantee will be asked.
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 Engineer-In-charge to issue a Certificate of Completion of the Works, and the Engineer-In-charge 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 Engineer-In-charge 's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Engineer-In-charge 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 Engineer-In-charge 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 Engineer-In-charge 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 Engineer-In-charge 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	56.1 Deleted
57. Termination	<p>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> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(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 Engineer-In-charge ;</li> <li>(b) the Engineer-In-charge instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;</li> <li>(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>(d) a payment certified by the Engineer-In-charge is not paid by the Employer to the Contractor within 84 days of the date of the Engineer-In-charge 's certificate;</li> </ul>

	<p>(e) the Engineer-In-charge 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 Engineer-In-charge ;</p> <p>(f) the Contractor does not maintain a Security, which is required;</p> <p>(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</p> <p>(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.</p> <p>(i) The contractor has contravened Clauses 7 and 9 of GCC.</p> <p>(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.</p> <p>(k) The contractor fails to carry out of the instructions of the Engineer-In-charge within a reasonable time determined by the Engineer-In-charge in accordance with GCC Clause 15.1 and 22.</p> <p>(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 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 Engineer-In-charge for a cause other than those listed under GCC Sub- Clause 57.2 above, the Engineer-In-charge 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 Engineer-In-charge 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>

	58.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer-In-charge 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.
59. Property	59.1 Deleted
60. Release from Performance	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 Engineer-In-charge shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
61. Suspension of Bank Loan or Credit	<p>61.1 In the event that the State Government suspends the funding 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 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 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 Govt. Of India-financed contracts.<sup>26</sup> In pursuance of this policy, the Employer:

- (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;<sup>27</sup>
- (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;<sup>28</sup>
- (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;<sup>29</sup>
- (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;<sup>30</sup>
- (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 employer’s 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 employer’s inspection and audit rights provided for under paragraph 1.16(e) below.

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

<sup>27</sup>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 employees of other organizations taking or reviewing procurement decisions.

<sup>28</sup>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.

<sup>29</sup>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.

<sup>30</sup>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 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 Employer to address such practices when they occur, including by failing to inform the employer 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 State Government requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Employer 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 Employer.”



## 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: Government of Meghalaya	
GCC 1.1 (r)	The Employer is: <b>New Shillong Township Development Agency, Shillong- 793001, Meghalaya.</b> <b>authorized representative: Member Secretary, NSTDA</b>	
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 24 Months.	
	Milestone	Period of completion from the start date
	1	A per Milestone attached
	2	A per Milestone attached
	3	A per Milestone attached
GCC 1.1 (aa)	The Site is located at IIM SHILLONG, MEGHALAYA INDIA.	
GCC 1.1 (dd)	The Start Date shall be 10 (Ten) days after the date of issue of notice to proceed with works to the contractor.	
GCC 1.1 (hh)	The Works consist of Construction of Convention Centre at IIM Shillong. Identification number of_____	
GCC 1.1 (ii)	DELETED	
GCC 2.2	Sectional Completions are: Not applicable	

GCC 2.3(i)	The following documents also form part of the Contract:		
	Sr. No.	Document	Description of the document
	1.	Work Plan	Work Plan 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.
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the laws of Republic of India.</p>		
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 Engineer-In-charge shall take prior approval of the Employer for the following:</p> <p>(i) Approving variations and rate for new items</p> <p>(ii) Approving sub-contractor</p> <p>(iii) Granting Extension of time</p>		
GCC 7.1	The ceiling for sub-contractor is 26%		
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>9.1 Key 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</p>		

	<p>and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Engineer In-charge. The Engineer In-charge 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>[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 &amp; construction methodology].</p>		
GCC 13.1	The minimum insurance amounts and deductibles shall be:		
	Sr. 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	<p>Site Data are:</p> <p>Google Co-ordinates:</p>		

GCC 20.1	The Site Possession Date(s) shall be: Letter of Award/Final Work Order of Contract
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator:
GCC 24.2	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.
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: A: Retention Money: B: Daily Fee:
GCC 24.4	Language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
	<p>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 &amp; expenses payable to the Arbitrators shall be as per the prevailing rates (including revision from time to time) of fees &amp; expenses fixed by the National Highways Authority of India, Govt. of India. Present rate of fees &amp; expenses fixed by the National Highways Authority of India, Govt. of India areas below:</p> <p>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>The Arbitrator should give final award within the time limit prescribed in Arbitration and Conciliation Act, 1996, amendment 2015 &amp; 2019.</p> <p>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 &amp; 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"> <li>(i) Letter of Award, along with the statement of agreed variations and its enclosures, if any.</li> <li>(ii) Amendments to Tender Documents</li> <li>(iii) Special Conditions of Contract</li> <li>(iv) DBR along with Scope of Work</li> <li>(v) Drawings</li> <li>(vi) Technical Specifications</li> <li>(vii) Financial Bid &amp; Schedule of Payments</li> <li>(viii) General Conditions of Contract</li> <li>(ix) CPWD / MORTH Specifications (Latest)</li> <li>(x) Relevant B.I.S Codes</li> </ul>
<b>B. Time Control</b>	
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. 50,000.00.</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"> <li>a) Charts and detailed description of progress</li> <li>b) Photographs showing the status of work at the site.</li> <li>c) The details of contractor's personnel and equipment</li> <li>d) Copies of quality assurance documents, test results and certificate of material</li> <li>e) List of early warnings issued in accordance with GCC sub clause 31</li> <li>f) Safety statics including details of any hazards incidents and activities relating to environmental aspects and public relations and</li> <li>g) Comparisons of actual and planned progress.</li> </ul>
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	<p>Management meetings will be chaired by the Engineer-In-charge 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.</p>

C. Quality Control	
GCC 34.3	The Defects Liability Cum Post Construction Maintenance Period is: 3 (Three) Years.
D. Cost Control	
GCC 37.2	Deleted
GCC 38.3	Deleted
GCC 41.1	Change 28 days by 56 days.
GCC 45.1	<p>Price Adjustment:</p> <p>The contract is subject to price adjustment in accordance with CPWD Latest Manual and guideline will be applicable.</p>
GCC 46.1	The proportion of payments retained (Retention Money) shall be 7% from each bill subject to the maximum of 7% of final contract price.
GCC 47.1	The liquidated damages will be maximum of 2% of contract price.
GCC 49.1	<p>The amount of the advance payments are:</p> <p><u>Nature of Advance</u>   <u>Amount (Rs.)</u></p> <p>Mobilization Advance: 5% of the Contract Price On submission of conditional Bank Guarantee/Insurance surety bond. The amount will be recovered from the Running Bills @ 10%. This amount will be interest free.</p> <p>Equipment advance: 5% of the Contract Price, on satisfactory verification of Equipment deployed by the contractor mentioned in the list on his own name by Engineer-In-charge. The Equipment shall be hypothecated in the name of NSTDA and an Affidavit duly notarized shall be submitted for the same. The amount will be recovered from the Running Bills @ 5% which is Interest free.</p>

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 style="text-align: center;"><b>NOT APPLICABLE</b></p>
E. Finishing the Contract	
GCC 55.1	Deleted
GCC 57.2	The maximum number of days is: 180
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 2%.

## Appendices Appendix 1

### Salient Features of Labour

#### 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.
- (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.

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<sup>33</sup>This 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.



- (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.

**Appendix 2**

Tables of Adjustment Data (Cl. 45  
of GCC)  
Not to be used

## Appendix -3

### Appointment of Adjudicator

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

Sub: Appointment of Adjudicator for the work “Construction of New Secretariat Complex Including Campus Infrastructure on Engineering, Procurement and Construction(EPC) Basis in New Shillong City, Meghalaya.”

To,

\_\_\_\_\_

\_\_\_\_\_

Shillong -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 Member Secretary, New Shillong Township Development Agency Raitong Building, Secretariat Hills, Shillong, 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 “Construction of Convention Centre at IIM Shillong , Meghalaya.”

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 the Member Secretary, 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 the Adjudicator shall be liable for termination under 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:

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<sup>37</sup> 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. \_\_\_\_\_per month for one contract package. Rs. \_\_\_\_\_per month for more than one contract package.

B: Daily Fee:

i. Rupees \_\_\_\_\_/- per day for site visit / meetings at site

ii. Rupees \_\_\_\_\_/- 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 "\_\_\_\_" 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 : \_\_\_\_\_



## **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 modified<sup>38</sup> 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.<sup>39</sup>
- (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.<sup>40</sup>

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]

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<sup>38</sup>Delete “corrected and” or “and modified” if not applicable. See Notes on Standard Form of Agreement, next page.

<sup>39</sup>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.

<sup>40</sup>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 amounts<sup>41</sup> 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 too and shall be as per the 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 an environmental management plan as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

---

<sup>41</sup>Insert amounts for (i) Performance Security, plus additional security for unbalanced bids;

**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 Form

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) 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
  - (l) SCC
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 Contractor<sup>42</sup>]  
(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 guarantee<sup>43</sup>] \_\_\_\_\_ [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

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<sup>42</sup>In the case of a JV, insert the name of the Joint Venture

<sup>43</sup>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 Contractor<sup>46</sup>] (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 guarantee<sup>47</sup>] \_\_\_\_\_ [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 whatsoever 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.

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<sup>46</sup>In the case of a JV, insert the name of the Joint Venture

<sup>47</sup>An amount shall be inserted by the bank representing the amount of the Advance Payment and denominated in Indian Rupees.

Yours truly,

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 contractor<sup>48</sup>] (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 words<sup>49</sup>] 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 Engineer-In-charge. 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.

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<sup>48</sup>In the case of a JV, insert the name of the Joint Venture

<sup>49</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

FORM OF SURETY BOND

[Performance Security/Additional Performance Security] To  
\_\_\_\_\_ {Authority}  
\_\_\_\_\_

WHEREAS \_\_\_\_\_ [name and address of Contractor] \_\_\_\_\_ (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ {Project Name} \_\_\_\_\_ (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees..... crore) (the "Surety Bond amount").

AND WHEREAS we,.....through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of SE, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default

shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
  4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
  5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
  6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
  7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
  8. The Surety Bond shall cease to be in force and effect on  
\_\_\_\_\_  
Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.
-

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full power to do so on behalf of the Surety Insurer.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Authority that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This Surety Bond shall also be operatable at our \_\_\_\_\_ branch

at Shillong Meghalaya, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_  
2026 \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

SIGNED, SEALED AND DELIVERED For and on  
behalf of the bank/Insurance company by  
(Signature)  
(Name) (Designation)  
(Code Number) (Address)

\_\_\_\_\_

## Special Conditions of Contract



**SPECIAL CONDITIONS-CONTRACTOR'S OFFICE, MATERIAL YARD/ STORE, LABOUR CAMP  
AND BATCHING PLANT**

For all purpose connected with the work, the contractor is required to make his own arrangement of land for contractor's office, material yard/ store, Labour camp and batching plant etc.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
The Contractor

### **SPECIAL CONDITION-LABOUR CESS**

Under the provision made in Government Labour & Employment Department's resolution no. CWA-2004- 841-M3 Date. 30/01/2006 the Labour cess is leviable from the contractor's bill @ 1% of the Value of the work done under, The Meghalaya Building & other construction workers welfare (cess) Act. 1996 and the said amount is creditable to the receipt deed of Labour & employment department.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

### **SPECIAL CONDITION-TECHNICAL SPECIFICATIONS**

Exhaustive Technical specifications are provided, and references are cited from relevant standards and codes for the works to be executed under this contract. Any missing specifications shall be referred in order of precedence in case of discrepancies from relevant CPWD, MoRTH, R&B, Indian Standard Codes, NBC, IRC and best adopted practices as per Manufacture's specifications. Judgement and satisfaction of Engineer In charge shall be binding in case of any discrepancy.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
The Contractor

## **SPECIAL CONDITIONS-TESTING OF MATERIALS AND WORKS**

All materials, before being incorporated/ used in the work, shall be inspected and if necessary, tested for approval by the Engineer-in-charge.

Any work on which such materials are used with/ without prior inspection or necessary testing and with/ without approval or written permission of the Engineer-in-charge is liable to be considered as unauthorized, defective, and not acceptable. All the costs for testing shall be borne by the contractor.

The contractor shall furnish such facilities, instruments, machinery, equipment, Labour and materials as the Engineer-in-charge may require for collecting and forwarding sample or for ascertaining the quality, quantity, or weight of materials used and if so, directed shall not make use of or incorporate in the work, any materials represented by the sample until the required tests are made and the materials accepted.

Schedule of testing showing frequency of material supplied by the contractor should be referred as per relevant latest Indian code (However, the contractor shall refer latest applicable standards to carry out the work in best workmanship manners).

Testing at manufacturing plant/factory testing:

All the materials, which are to be procured for this work shall be tested at manufacturing plant/ factory testing as per the specified testing frequency, in the presence of departmental representatives.

Testing at work site:

1. Minimum 80% of Tests: The contractor shall construct fully equipped testing laboratory at the site for the testing of materials/ products at site. This testing shall be carried out as per the specified testing frequency and in the presence of departmental representative or third-party inspection team members. If the contractor is unable to establish the laboratory at site, all tests shall have to perform in accordance with IS code frequency in NABL accredited laboratories and panelized for Rs.1,00,000 per month.
2. Minimum 20% of Tests: This testing shall be carried in consultation with department as per the specified testing frequency at Engineering & Research Institute laboratory and/or at other State/ Central Govt. approved laboratories/ NABL accredited laboratories (the list of approved laboratories shall be provided by the Department from time to time). All the costs (including testing charges raised by Engineering & Research Institute laboratory, State/ Central Government approved laboratory) of such test shall be borne by the department. If test results fail the retesting charges shall be borne by the contractor.

The 1% of the estimated amount shall be deducted from contractor's each running bill as testing charges. Testing charges shall be borne by the department excluding (a) testing conducted at various manufacturing unit (i.e., pipe, pumping, machinery, switchyard, valves, other equipment, and all construction materials), (b) testing conducted at field laboratories and at work sites etc. Testing charges over and above 1% of estimated amount shall be borne by contractor. Testing charges for approved private testing laboratories shall be calculated at a rate fixed by Engineering & Research Institute laboratory, State/ Central Government approved laboratory of Government approved rate. Judgement and satisfaction of Engineer-In-Charge shall be binding in case of any discrepancy.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

### **SPECIAL CONDITIONS-MODE OF MEASUREMENT**

This is an item rate measurement contract. For the purpose of the contract, all measurements shall be done and recorded with respect to Schedule-B line items and their respective units of measurement in accordance with Government Resolution (GR), CPWD, MoRTH, R&B, IS 1200-All Parts, other applicable codes and relevant best industry practices in order of precedence in case of discrepancies.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

### **SPECIAL CONDITIONS-SURVEY WORK**

In case of site requirement and transformation of topography, Contractor shall conduct topographical survey for the required areas as instructed by Engineer-In-Charge/ Consultant without any additional payments. All materials including tools, tackles, plant, machinery, workers/ labors, etc. required for completion of works shall be in the scope of Contractor only. Contractor must furnish required details within time limit without impact on progress of work as instructed by Engineer-In-Charge/ Consultant. The contractor must submit topographical survey with sign and stamp prior to start the construction activity.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
The Contractor

### **SPECIAL CONDITIONS-DRONE VIDEO & PHOTOGRAPHY**

As per instruction of Engineer In-Charge, Drone Video & Photography shall be carried out clearly showing the site conditions and submit within 15 days from signing of the contract without any additional payment. All materials including tools, tackles, equipment, workers/ labors, etc. required for completion of works shall be in the scope of Contractor only. If any letter is required to conduct the drone video and photography, the letter to be furnished by Employer. Liaison for the subject work shall also be in the Contractor's scope of work.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

**SPECIAL CONDITIONS-PERMANENT CONNECTION POWER/ ELECTRICITY AND WATER  
SUPPLY**

Liaison for permanent Power/ Electricity and Water supply with concerned Government, semi-Government department for the project shall be in the scope of the contactor without any additional payment. Necessary stipulated semi-Government, Government receipt charges for the said works shall be borne by the Urban Affairs, Government of Meghalaya.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor



### **SPECIAL CONDITIONS-DIVERSION OF EXISTING SERVICES**

Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected/ maintained against the damage by the contractor.

The contractor shall identify all underground/ overhead services by survey of the entire area at his cost and take necessary measures to protect the services before starting any excavation activities. All temporary supports and other measures required to protect and maintain the services during construction period as per direction of Engineer-In-Charge, shall be deemed to be included in the quoted amount by the contractor and nothing extra shall be paid on this account.

Liaison for shifting of existing utilities (including mentioned above but not limited) with concerned Government, semi-Government, Consultant for the project shall be in the scope of the contractor without any additional payment. Necessary stipulated semi-Government, Government receipt charges for the said works shall be borne by the Urban Affairs, Government of Meghalaya.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

**SPECIAL CONDITIONS-STRUCTURAL STEEL, ROOFING, CURTAIN WALL, ACP  
LADDING, ALUMINIUM, LOUVERS, FAÇADE, STONE CLADDING**

The building is comprising of various materials and specialized systems that work together in harmony. The finishing and detailing of diverse elements are essential and exemplary. The building incorporates specialized systems such as RCC core and slabs, structural steel with decking slab, standing seam roofing system, ACP cladding with aluminum framing (Façade), curtain wall glazing with aluminum framing (Façade) and stone cladding in different finishes.

Contractor must submit Shop Drawings with calculation of complete system of Civil, Structural, MEPF, ELV, AV and other Services considering tender items and design intent of Architect. Contractor must submit shop drawing & proposal comprises presentation, visual appeal, 3D views, weight calculation, stability, lifespan, and finishing materials/ matrix, must be approved by Design Consultant prior to start the work at shop/ site.

The scope comprises designing, design co-ordination, manufacture hub visits, supply, installation, testing and commissioning of sculpture with required resources, transportation, loading, unloading, machineries, equipment, plants & tools, scaffolding/ platform, accessories, etc. Minimum 2 mock-ups shall have to prepare and get it approved from Architect & Client by the contractor prior to start the work.

Contractor is only responsible for quality and workmanship of the installed materials and executed system till 1year, if it will be procured from specified tender make. Any defect may happen due to material, quality, and workmanship in executed work even after completion of the work, contractor will replace/ repair till 1 year.

The Employer shall retain as 2.5% security deposit of specified items from RA bills & final bill in which 1.25% retention shall be released after completion of 1 monsoon period and remaining 1.25% shall be released after completion of Operation and Maintenance from completion of construction work.

The scope of work shall include all above mentioned work, no extra payment shall be claimed.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

## **SPECIAL CONDITIONS-POLICE PROTECTION FOR EXECUTION WORK**

The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by Engineer In-Charge and nothing extra shall be paid on this account. The contractor shall give due notices to the Municipality, Gram Panchayat, Police and/or other authorities as may be required under the law/ rules under force and obtain all requisite licenses/ permissions to carry out the work and pay all charges which may be levied on account of execution of the work under the agreement. Nothing extra shall be payable on this mentioned provision.

In the event of any restrictions being imposed by security and traffic agencies or any other authority having jurisdiction in the area on the working or movement of Labour or material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

### **ADDITIONAL SPECIAL CONDITIONS**

- 1) The Prime contractor shall be responsible for landscape work and complete irrigation system as mentioned in technical specifications.
- 2) The Prime contractor use proposed make or additional make for any item, the quality and workmanship and responsibility lie to the executed agency only. The contractor shall use other/ additional make in case of unavailability of material considering proof of documents/ evidence of all tender makes.
- 3) The Prime contractor shall be responsible for the painting and finishing works.
- 4) The Prime contractor shall be responsible repair/ replacement, operation and maintenance for Electrical Infrastructure System, PHE System, Sewage Treatment Plant, Water Treatment Plant and RO Systems.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

### **Additional Documents**

**(to be submitted at the time of bid submission)**

- (i) The Bidder/ Any Partner of the Joint Venture should have valid Trade License/ application Acknowledgement from any Autonomous District Council of the state of Meghalaya.
- (ii) The Bidder/ Any Partner of the Joint Venture should have Professional Tax Certificate and valid Labour License/ application Acknowledgement in the state of Meghalaya.
- (iii) The Bidder shall have a valid ISO certified 9001:2015 Quality Management System or bidder shall have a well-equipped lab testing facility of his own that is certified by NABL Accredited lab in North-East India / Govt Engg College of Northeast India. Failure to submit this proof shall lead to rejection of Bid.
- (iv) Intending Bidder must not be placed in the Negative List of firms of any department/organization for any reason including failure abandoning the project without permission of the department/ organization, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the department/ organization. A Bidder, whose proprietor/ partner/ director/ organization is having any F.I.R./ police case/ CBI case / any ongoing cases on due to corrupt or unethical practices during tenders/execution of contracts, or is/was barred from participating in the tenders/during execution of contract in any Central/State Govt. Organization or Central/State Public Sector Units (PSU) or Autonomous bodies or Public Listed Company or Private Limited Company Govt or PSU Work Agency, such shall not be allowed to participate in the tender process– A bidder will have to submit an affidavit in compliance to this clause. Format of Affidavit (As per F-4 of SCC) has to be submitted and it has to be notarized. All other terms and conditions will be applicable as due. If any bidder is found engaged in activities specified under this clause, then they shall be debarred or banned for a period of 3 years. Failing of Submission of F-4 as per the format, which the Bid will be liable for rejection.

## **GENERAL NOTES**

The provisions detailed below are applicable to items of work and are deemed to be integral part of the detailed specification of items of works and are to be followed strictly:

- A. The Employer has engaged consultant for design services. Project management team shall represent and assist the employer in all day-to-day planning, monitoring, quality assurance, quality control, compliances, billing and reporting of the project. The contractor and its representatives should coordinate and work with the project management team in all respect. In case of any dispute, decision of Engineer In-charge shall be binding on both the parties.
- B. It shall be distinctly understood that the contractor rate of the item is for the completed work in all respect and shall invariably be inclusive of the cost of following:
  - a. Rate shall be inclusive of supply, loading, transporting, unloading, all lead, all lift, all levels, placing, installing, testing, and commissioning of all the items inclusive of following the best quality, workmanship, environment, health, and safety standards.
  - b. Fabricating, erecting handling, conveying, placing, and keeping in position of materials.
  - c. Consolidations, vibrating, curing, finishing etc. wherever the nature of the item demands, and it is obviously indicative of the same.
  - d. Racking/ hacking as directed to "all concrete surface except those which are to remain of the form exposed surface", to provide proper bond to the abutting masonry or finishing as case may be.
  - e. All fixtures, fastening and accessories shall require for satisfactory completion of the item of work even though not specifically indicated.
  - f. All works tests of materials required to be carried out as per specification or as required to be carried out in the opinion/ direction of the Engineer In-charge.
  - g. Conveyance of materials provided in schedule-B from the place of delivery to the site of work and their preservation in good state while in use of till return to the department, if found surplus.
  - h. The contractor shall have to give an undertaking on appropriately stamped paper, guarantee for items of Waterproofing, Anti-Termite/ Pest Control Treatment to the department in manner and form as prescribed in tender.
  - i. Specification of material is given in the detail specification of items in which quality, durability, stability, and life span of the product is responsibility of the contractor.
  - j. The contractor must submit mix design of different grades for cement concrete, GSB, WMM, DBM, PQC, BM and other materials as per tender items at his own cost and shall be got approved from Consultant & Engineer In-charge.
  - k. The contractor must quote the rate considering whether conditions of the product as per manufacture' specifications.
  - l. The contractor/bidder shall have to quote the rates including all type of taxes, royalties, rents, hire charges, transportation, GST etc. as applicable.
  - m. In case of any errors or omissions in such relevant specification of items should be adopted for execution of work as directed by Engineer In-charge without any extra cost.
  - n. The shuttering material use for centering/ supporting should be only M.S. pipe, props and cup locks. Even for finish surface of shuttering must be ply, aluminum, and MS only.
  - o. Contractor shall approve the materials and mock-ups as per tender make list and get it approved from the Architect & Engineer In-charge. Contractor shall use other make in case of unavailability of material considering proof of documents/ evidence of all tender makes.
  - p. All government resolution and latest guidelines shall have to consider in the order of precedence of all the tender documents.
  - q. Rates for landscape works are inclusive of maintenance. All responsibility pertaining to landscape and irrigation of cutting/ pruning, de-weeding, manuring, pest control, sprinkler system, hydrant, drip system, plants replacement of dead plants, etc. shall be in scope of works of the prime contractor.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory

The Contractor

**F-1**  
**Form of Guarantee Bond (For Water Proofing Work)**

Name of Work: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

I/ We ..... (Contractor) hereby guarantee that work will remain in

unaffected and not be in any way damaged by water leakages or any other similar type of defects on surface will remain good for the period of two (2) years after completion of the work of water proof as per terms and conditions of the contract and the contractor that might be caused on account of bad materials and/or workmanship and/or the similar type of cause and hereby guarantee to make good any loss or damage suffered by the Government of Gujarat and further guarantee to redo the effective work without claiming any extra cost.

This guarantee shall remain in force for the period of two (2) years from the completion of the work under the contract and it shall remain binding to the contractor for the period of two (2) years.

The deposit at the rate of 50% (as token of guarantee for work) of the cost of this executed items from the running or final bills shall be recovered and retained for the first one year after completion of the work and 10% shall be retained for the balance of guarantee period and shall be refunded only after the completion of the guarantee period.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor



## F-2

### Form of Guarantee Bond (Anti Termite Treatment/ Pest Control Works)

Name of Work: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

I/We ..... (Contractor) hereby guarantee that work will remain unaffected and will not be in any way damaged by termite or any other germs of similar types, for a period for two (2) years after completion of the work of Anti-termite as per terms and conditions of the contract and/or damage that might be caused on account of termite and/or other similar types of germs and hereby guarantees to make good any loss or damage suffered by the Government of Gujarat and further guarantee to redo effective work without claiming any extra cost.

This guarantee shall remain in force for the period of two (2) years from the completion of the work under the contract and it shall remain binding to the contractor for the period of two (2) years.

The deposit at the rate of 50% (as token of guarantee for work) of the cost of this executed items from the running or final bills shall be recovered and retained for the first one year after completion of the work and 10% shall be retained for the balance of guarantee period and shall be refunded only after the completion of the guarantee period.

Date:

Member Secretary  
New Shillong Township Development Agency  
Government of Meghalaya

Authorized Signatory  
  
The Contractor

**F-3**  
**Site Visit Certificate**

(Bidder has to be submitted at time of bid submission. failing which the Bid will be liable for rejection)

Name of Work: .....

Tender No:	
Project:	
Employer:	
Location:	
Site Visit date:	

This is certified and confirm that we are jointly site visit the above-mentioned work along with contractor

representative and authorized person of.....(Name of Bidder) ..... for above mentioned work for determination

to participate the above tender ..... (Name of work) .....

For ..... (Name of bidder) .....

Seal & Sign of Signing Authority

**Seal & Sign of Executive  
Engineer**

**F-4**

**AFFIDAVIT on Rs.100 Non-Judicial Stamp Paper**

(Bidder has to be submitted at time of bid submission. failing which the Bid will be liable for rejection)

Name of Work: .....

I, ----- of -----(Name & Address of Firm/Company)..... .. do hereby declare and confirm that

I/we am/are not be placed in the Negative List of firms of any department/organization for any reason including failure, abandoning the project without permission of the department/ organization, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the department/Organization.

I, also declare and confirm that I, or our Partner is not involved in any F.I.R./ Police case going on due to Corruptor unethical practices in any Central/State Govt. Organization or Central/State Public Sector Units (PSU) or Autonomous bodies or Public Listed Company or Private Limited Company Govt. or PSU Work Agency.

The above statement is true to the best of my knowledge, belief and information.

**Seal & Signature of Bidder**

For Nominated Subcontractor

PARTICIPATION DETAILS	Prime Contractor	Nominated Subcontractor
Percentage of work		
Roles & responsibility		
Payment distribution A/c type	ESCROW Account with standing direction as per percentage of work distribution.	
Notes: The nominated subcontractor qualify Atleast 26% of qualification criteria		