

**DIRECTORATE OF TOURISM, MEGHALAYA  
SHILLONG**



**NAME OF WORK: Construction of Tourist Lodge at Siju,  
South Garo Hills, Meghalaya.**

**AMOUNT: ₹11,43,26,748.00/-  
(Rupees Eleven Crores Forty Three lakh Twenty Six  
Thousand Seven Hundred Forty Eight) only**

**LOCATION: Siju.**

**Directorate of Tourism,  
3<sup>rd</sup> SecretariatNokrek Building**

**Email:technical.tourism@gmail.com**

**Government of Meghalaya**

**Directorate of Tourism**

3<sup>rd</sup> Secretariat, Nokrek Building, Lower Lachumiere,  
Shillong, Meghalaya. Pin: 793001.

Email: [technical.tourism@gmail.com](mailto:technical.tourism@gmail.com)



To,

**The Director of Tourism,  
Meghalaya, Shillong.**

**Subject:- Construction of Tourist Lodge at Siju, South Garo Hills, Meghalaya. ( ₹11,43,26,748.00/- )**

Sir.

I/We have the honour to submit herewith the tender for the above mentioned work for favour of your consideration and orders. I/We purchase tender paper for the work vide Demand draft.....

I/We submit here under the following documents for your consideration :-

1. Attested photocopy of Registration Certificate.
2. Attested passport size photo (of the person(s) authorized to operate the contract in case of a registered firm).
3. Tender Paper along the money receipt for payment towards the cost of tender papers.
4. Attested copy of GST Documents to be submitted.
5. Attested copy of latest Professional Tax clearance certificates.
6. Attested copy of upto date Labour License.
7. Experience Certificate from competent Authority for the last 5 (Five) years.
8. Particulars of technical personnel employee to supervise and execute the work are to be furnished.
9. Non-Tribal Contractors to submit their Trading License as per letter vide DCA's letter No: CA.36/91/323 Dt. 24th June 2015.
10. 1% of Labour cess shall be deducted from each running & final bills.
11. To furnish either a copy of license /registration or proof of applying for obtaining labour license registration with EPFO,ESIC & MBOCW registration.
12. The power of Attorney in original or in court certified copies.
13. The Constitution of our firms (Attested copies).
14. Agreement Registered in Court for Joint-Venture in original.

I/we affixed herewith the prescribed amount of Court Fee Stamps for Rs 2000.00 (Rupees Two Thousand) only

I /We have gone through the tender papers including drawings and agree to all stipulated terms and conditions, I/We therefore seal and sign them and return them in original.

Enclo :- Tender paper &  
Certificates as stated above.

Yours faithfully,

(Signature of Contractor)

NAME :  
ADDRESS :  
REGN. No.  
TELEPHONE No.

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**NAME OF WORK :- Construction of Tourist Lodge at Siju, South Garo Hills, Meghalaya.  
( ₹11,43,26,748.00/- )**

**DATE OF SELLING TENDER :- 10<sup>th</sup> March 2025 to 25<sup>th</sup> March 2025**

**LAST DATE OF RECEIVING TENDER :- 28<sup>th</sup> March 2025 at 3.30P.M**

**DATE OF OPENING TENDER :- 28<sup>th</sup> March 2025 at 4.30P.M**

**COST OF TENDER PAPERS :- Rs 11,000. (Rupees Eleven Thousand) only**

**TIME OF COMPLETION :- 24 (Twenty Four) months from the date of issue of Final Work Order.**

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**NAME OF CONTRACTOR:**

(in block letters)

**ADDRESS:**

(in block letters)

**Phone No:**

**REGISTRATION NO :-**

**(SIGNATURE OF CONTRACTOR)**

**Signature with seal  
of officer attesting Contractor's signature.**

(Note :- Signature of Contractor to be attested by any Gazetted Officer).

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Tender paper issued to \_\_\_\_\_ vide

ReceiptNo . \_\_\_\_\_

Dated \_\_\_\_\_

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**INSTRUCTIONS TO THE BIDDERS**

1. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
2. The prospective tenderers or any of their constituent partner should not have abandoned any work nor any of their contract work should have been rescinded during the last 5 (five) years.
3. The prospective tenderers shall have their own or furnish documentary proof for acquisition (hire/purchase) of plants and machineries to be utilized in the execution of work.
4. The prospective tenderers or any of their constituent partner shall have requisite key personnel and quality control equipment for the execution of the work which will include Project Manager.
5. The prospective tenderers or their constituent partners should have over the last 5(five) years achieved in any one year a minimum financial turnover (as certified by Chartered Accountant) of not less than 40% (forty percent) of the project cost updated @ 10% (ten percent) per annum compoundable.
6. The available bid capacity of the prospective tenderers shall be more than the project cost which will be calculated as per provisions of the bid document.
7. Furnishing of Trading licence by Non-tribal is as per letter vide DCA's letter No: DCA.36/91/323 Dt. 24th June 2015.
8. Those who fulfill all the above conditions are only eligible to cast their tender.
9. The Director of Tourism, Meghalaya, Shillong reserves the right to accept or reject any or all tender without assigning any reason thereof.
10. The complete prequalification documents and price bid in separate sealed cover duly filled in, in all respect should reach at the office of the undersigned upto 3:30 PM **28<sup>th</sup> March 2025**.
11. The prequalification document in sealed cover 'A' will be opened at 4:00 PM **28<sup>th</sup> March 2025**. All the contractors or their authorized agents may remain present at the time of opening the prequalification documents if they so desire.
12. The bidders can send their queries to [technical.tourism@gmail.com](mailto:technical.tourism@gmail.com) on or before the 18<sup>th</sup> March 2025.

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13. **PREPARATION OF BIDS:** The offer/bid should be prepared in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should be kept in separate envelope.

Bids are to be submitted under two cover BID systems.

- I. **COVER-1 (TECHNICAL BID):** Technical bid shall be superscribed as “ Technical bid(Cover A) ” duly indicating the Tender reference No. which should contain the following:

**List of documents to be attached with the Technical Bid (Cover A)**

SI No	Qualifying Criteria
1	Tender document duly signed by the bidder along with receipt of purchase of tender paper and passport size photo of the bidder.
2	2% (two percent) EMD to be submitted after the award of work.
3	A non-refundable Court Fee Stamp of <b>Rs. 2,000.00</b> (Rupees Two Thousand) only
4	Registration: Registered Class-I contractors under Tourism Department, MPWD (Buildings)/(Roads) of Meghalaya State and also under CPWD
5	GST No
6	Labour Licence
7	PAN No
8	EPFO/MBOCW or other similar document
9	Professional Tax clearance certificate
10	Caste Certificate for Tribal / Trading Licence incase of Non Tribal: Furnishing of Trading licence by Non-tribal from the Concerned Autonomous District Council in Meghalaya , is subjected to the provisions made vide DCA's letter No: DCA.36/91/323 Dt. 24 <sup>th</sup> June 2015.
11	Technical personnel (supported with undertaking, photograph and educational qualification certificate)
12	Plants & Machineries in possession of the contractors
13	<b>BANK CERTIFICATE:</b> The contractor should have a working capital of the amount of <b>10%</b> of the Tender value ( TV ) of the package duly certified by any bank registered with RBI.
14	<b>ANNUAL TURNOVER:</b> Average annual turn over for the last Five years should not be less than <b>40%</b> of the Tender value ( TV ) of the package as per the audited balance sheet.
15	<b>PAST EXPERIENCE:</b> one work of similar nature of value equal to or more than <b>40%</b> of the Tender value ( TV ) (price updated @ 10% per annum compoundable) has been executed during the last five years supported with certificates from the Executive Engineer/Employer concerned
16	<b>Existing commitments</b> with supporting certificates from the Executive Engineer/Employer concerned

- II. **COVER 2 (FINANCIAL BID):** The Bidders should offer their price as per “Annexure – B” Financial Bid should contain Price only and shall be superscribed as “Financial Bid” duly indicating the Tender Reference No. The rates shall be given both in figures and in words and shall be in English. Where there is discrepancy between the amount in figures and in words, the amount in words shall govern.

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III. **Cover 1 and Cover 2** should be sealed individually and superscribed with the tender reference no. Both covers shall be placed in a third cover which shall also be sealed and superscribed **Construction of Tourist Lodge at Siju, South Garo Hills, Meghalaya. ( ₹11,43,26,748.00/- )** along with advertisement **Notice No. ....**in bold letters on the top of the envelop and same should be addressed to **“ The Director of Tourism, Shillong Meghalaya, 3<sup>rd</sup> Secretariat Nokrek Building, Lower Lachumiere”**

**14. Rates:**

i) Rate for the work mentioned in the fore-going clauses is to be quoted in ‘ANNEXURE – B’ The rates quoted by the tenderers shall be inclusive of all expenses for proper and entire completion of the work to the relevant specifications and drawings and to the satisfaction of the Engineer-in-charge and shall amongst other things include all taxes, royalty, income tax, supply of materials, carriage of materials, plants, machineries and equipments, incidental charges, water supply, power supply, construction of labour camps/sheds etc. ii) GST of the Bill amount will be deducted from each and every bill payable to the contractor for the work. iii) Income Tax @ 2% will be deducted from the bills of the selected contractors where the bill value exceeds Rs. 5,000.00 Labour Cess @ 1% will be deducted from the each and every bill of the contractors.

**15. OTHER CONDITIONS FOR SUBMISSION OF TENDERS :-**

- a) The tenderers shall prior to submitting their tender for the work shall also inspect the site and satisfy themselves on their own as to the hydrological, climatic and physical condition prevailing at site, the nature, extent and practicability of the work, availability of housing, power supply, water supply and other facilities. The availability of different construction materials and their adequacy, the extent of lead and lift require for execution of the work, labour and probable sites for labour camp, etc. They shall take into consideration the local conditions, traffic restriction, obstruction in work, if any, over the entire period required for completion of the work and shall allow for all such extras likely to be incurred due to any such conditions, obstruction, restriction etc. They shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may affect or influence their tender. No other change consequent to any misunderstanding or otherwise shall be allowed after casting their tenders.
- b) The tenderers shall be deemed to have full knowledge of the site, whether he inspected it or not, and no extra charges consequent to any misunderstanding or otherwise shall be allowed.
- c) For any other information, the same may be obtained from the office of the Directorate of Tourism, Shillong
- d) All corrections, interpolations or cutting in these tenders shall be attested in ink/dot pen by the tenderer or his authorised agent with his dated signature in ink/dot pen. The tender shall not contain any erasures.

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- e) Any tender containing any erasures or containing any correction which are not in conformity with the above, shall be rejected.
- f) It will be obligatory for the tenderers to keep the offer of their tender valid for a period of 120 days from the due date for receipt of tender. If any tenderer withdraws the tender before the said period or make any modification in the terms and conditions not acceptable to the Department, then the Department shall without any prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- g) The Director of Tourism, Meghalaya, Shillong, shall have the right to omit or suspend certain items of work, to revise or to amend the tender documents prior to the date of receipt and opening of the tender. Such revisions or amendment or extensions, if any, shall be given wide publicity through newspapers and communicated to all concerned in the form of corrigendum by post.
- h) All works shall have to be carried out as per approved estimate and drawings and specifications.
- i) The Agreement shall be subsequently drawn up in the F-2 form and this Detailed Notice Inviting Tender document shall form part and parcel of the agreement. The terms and conditions of this detailed tender document shall supersede those of the F-2 form wherever the former are at variance with the latter.
- j) The tenderer is to sign in all the pages of the Detailed Notice Inviting Tender documents as a token of acceptance of the various terms and conditions of this tender document, without which the tender is liable to be rejected.
- k) The acceptance of tender will rest with the Director of Tourism, Meghalaya, Shillong, who does not bind himself to accept the lowest tender or any tender and reserve the right to reject any or all the tenders received without assigning any reasons thereof.
- l) The tender is liable to cancellation, if either the contractor himself or any of his employee is found to be a person who previously belonged to gazetted rank in any Government Department but retired and has not obtained necessary permission from the Government for such contractor's employment. Technically qualified and experienced person(s) as will be approved by the Engineer-in-charge shall have to be kept at site by the contractor to supervise all the work.
- m) Canvassing in connection with the acceptance of the tender is strictly prohibited and is liable to disqualify the tenderer without assigning any reason thereof.

**16. OPENING OF TENDER :**

- 16.1 The tender documents in sealed 'Cover A' i.e. **Technical Bids** will be opened by **the Director of Tourism, Meghalaya, Shillong** or such officer as may be authorised on his behalf in the office of **the Directorate of Tourism, Meghalaya, Shillong-793001 on of 3/02/2025 at 4:00 PM.** in the presence of the tenderers or their authorise representatives who may be present. In case the



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above date is declared as a holiday, the tenders will be opened on the following working day at the same time as stated above. The Technical Bids will first be evaluated for prequalification.

- 16.2 The **Financial Bids** in sealed 'Cover B' of the prequalified tenderers shall be opened by the Director of Tourism, Meghalaya, Shillong, at a later date to be notified in due course.
- 16.3 The Director of Tourism, Meghalaya, Shillong, Meghalaya, Shillong reserves the right to open or not to open the financial bids in sealed 'Cover B' of any or all prequalified tenderers without assigning any reason(s) thereof.
- 16.4 As per guidelines of the Finance Department, Government of Meghalaya issued under No. FEG.48/98/145 dtd. 05.04.02 and instructions contained in the Office Memorandum No. POL.740/90/24 dtd. 27.01.1981, if it is found that the rates and amounts quoted in the tender are below the prescribed tender amount, such tender shall be out rightly rejected.

**16 EARNEST MONEY :-**

- 16.1.1 Earnest Money @ 2% of the total amount quoted in any approved form of deposit like F.D./C.D. from a scheduled Commercial Bank pledged to Director of Tourism, Meghalaya, Shillong to be submitted after the work is being allotted to the selected bidder.
- 16.2 The Earnest Money Deposit should be valid initially for at least 180 days from the date of expiry of the validity period of tender.

**17. REJECTION OF TENDERS :**

- 17.1 All tenderers are hereby cautioned that conditional offer or deviation from the conditions of contract or other requirements stipulated in this tender document shall be summarily rejected as non-responsive and shall not be considered further in tender evaluation and contract award.
- 17.2 A tender not accompanied by current Tax Certificates, renders itself liable to be rejected.
- 17.3 The Director of Tourism, Meghalaya, Shillong, shall have the right to reject all or any of the tenders received without assigning any reason. Canvassing in connection with the tender in any form, renders the tender liable to be rejected.
- 17.4 Tenders not accompanied by necessary details /docs are liable to be rejected.
- 17.5 Tenders not affixed with the stipulated Court Fee Stamp shall be summarily rejected.
- 17.6 Tender containing any erasures or otherwise defective shall be rejected.

A handwritten signature in black ink, appearing to be 'A. W.', is written over a horizontal line.

**Director of Tourism,  
Meghalaya, Shillong.**



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**PRE-QUALIFICATION PARTICULARS**

**18. GENERAL INFORMATION :-**

- 18.1 The applicant shall give details of his/her registration with Registered Class-I contractors under Tourism Department, MPWD (Buildings)/(Roads) of Meghalaya State and also under CPWD in Appendix – 1.
- 18.2 Attested copies of registration certificate shall be submitted along with the tender.
- 18.3 Attested photograph of the applicant shall also be submitted along with the tender.
- 18.4 The structure and organization details shall be given in Appendix – 2. In case of firms, a certified copy of the Articles of Association shall be submitted along with the tender.

**19 EXPERIENCE:-**

- 19.1 The applicant shall furnish details of his/her turnover in **Appendix – 3**. Supporting documents, such as audited report and balance sheets, from Chartered Accountant income tax returns, certificate from the Executive Engineer, shall be submitted along with the tender.
- 19.2 The applicant shall give details of experience in construction of similar type of works in **Appendix – 4**. Certificates of successful completion of the works and regarding the quality of works, shall be obtained from the concerned Executive Engineer in whose jurisdiction the work was completed, and attested copies shall be enclosed with the applications. The certificates shall clearly indicate the name of works, length of the roads, type of construction and the tender value of each work.
- 19.3 The Applicant shall give details of the works in progress on current contract commitments in **Appendix – 5**.

**20 TECHNICAL PERSONNEL:-**

- 20.1 The applicant must have suitable qualified personnel to fill the positions given in **Appendix – 6**. The details shall be correctly furnished as required in Appendix – 6.
- 20.2 An undertaking from the technical personnel along with their photograph and educational qualification certificate shall be enclosed along with the application.

**21. FINANCIAL POSITION :-**

- 21.1 The applicant shall demonstrate that he/she has access to or has available, liquid assets (working capital and cash in hand) and/or credit facilities of not less than **10%** of the contract applied for. The details of the applicant's financial capability shall be given in **Appendix – 7**.

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21.2 Banker's certificate in Bank's letter head (not more than three months old) and relevant documents shall be enclosed with the application to prove the applicant's financial capacity and credit facility.

**22. LITIGATION HISTORY:-**

22.1 The applicant shall provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him/her over the last five years in **Appendix – 8**.

22.2 Even though the applicants meet the above criteria, they are subject to be disqualified if they have(i)Made misleading or false representation in the forms, statement and attachments submitted, and/or have (ii)Records of poor performance.

**23. PLANT AND MACHINERIES :-**

23.1 The applicant shall give details of the Plants and Machineries and equipments available with the applicant with requisite documents. The list of necessary plants and machineries required to be deployed for the work are given in **Appendix – 9**.

23.2 The applicant may indicate the equipments he/she intends to procure/hire with necessary undertakings.

23.3 The applicant must demonstrate the availability for construction work, either owned or on lease or on hire, of the key equipment stated in **Appendix - 9**. An affidavit to this effect must be enclosed.

**24. JOINT VENTURES**

In case of joint venture, the bid submitted shall consist of not more than two firms as partners, the lead partner shall meet not less than 60% of qualification criteria and the remaining partner shall meet not less than 40% of the qualification criteria. They should submit the Joint Venture Agreement.

**Calculation of criteria of turnover capacity in case of JV/ Group and evaluation of similar completed works executed in participation of JV.**

Suppose there are, P" and „Q" members of the JV/ Group with their equity participation in the JV/Group, as 60% and 40% respectively and available bid capacity in terms of turnover of these members individually works out,X" and Y" respectively, then Bid Capacity of JV/ Group shall be as under:

$$\text{Bid capacity of the JV/ group} = 0.6 X + 0.4 Y$$

Similarly, if individual bidder or in case of JV, any of its substantial member claims for similar completed works in JV as a part, then cost of work order will be evaluated on the basis of their equity participation in JV/ Group. Suppose bidder or member of JV,Q", had executed works in a JV with 40% equity participation, then individual capacity of the member will be evaluated as 40% of order value awarded to and completed by JV.

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**25. AVAILABLE BID CAPACITY: -**

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the work. The available bid capacity will be calculated as under

Available Bid Capacity =  $(A \times N \times 2 - B)$ , where

A = Maximum value of works executed in any one year during the last five years  
(price updated @ 10% per annum compoundable)

B = Value of works at current price level of the existing commitments and ongoing works to be completed during the next 1(one) year (period of completion of works for which bids are invited) ; and

N = Number of years prescribed for completion of the works for which the bids are invited.

**26. CONDITIONS RELATING TO AWARD OF WORK :-**

26.1 The successful tenderer will be notified by a letter that his tender has been accepted. The successful tenderer will have to furnish the necessary security deposit as per terms and conditions mentioned in Clause 31 and sign the formal tender agreement to be drawn up by the Department within 15 (fifteen) days of the communication of acceptance of his tender. No work shall be started before signing of the formal tender agreement.

**27. SECURITY DEPOSIT :**

27.1 The successful tenderer will be required to furnish security deposit for the fulfillment of his contract. The total security deposit will be 10% (ten percent) of gross payments to the contractor. However, a security deposit in any approved form of deposit such as C.D./F.D. from any scheduled Commercial Bank amounting to 2% (two percent) of the value of the contract will have to be furnished by the successful tenderer at the time of signing the formal tender and before issue of final work order. The balance of the security deposit shall be recovered from the contractor from his interim bills @ 8% from all payment.

27.2 The recovery of security deposit by deduction from running account bills does not arise in case the contractor deposits the total security deposit in the form of Government securities of deposit at call receipts for total amount, acceptable to the Government duly pledged to the **Director of Tourism, Shillong**. Government papers tendered as security shall be taken at the surrendered value at the time of submission of the tender.

27.3 The Security Deposit will be retained by the Department for a period of **12 (twelve) months** after completion of the work during the defect liability period. For any reason, if the final payment of the work is not made within 12 (twelve) months of the date of completion, the validity of the security deposit shall have to be extended up to the date of final payment.

27.4 In case the contractor does not complete the work or leaves the work or part of it unfinished the security deposited by the contractor will be forfeited.

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**28. MATERIALS:-**

28.1 Construction materials like cement, steel shall have to be procured by the contractor/firm themselves at their own arrangement. The construction materials to I.S. specifications shall be procured by the contractor/firm from any of the registered/ authorised dealers/manufacturers. Documentary proof of purchase like Cash memo, sales tax certificate, etc. should be submitted to the Executive Engineer concerned for his necessary verification and subsequent acceptance/rejection which is final.

- 1) HYSD Steel - (Grade Designation 54.5) Conforming to IS : 1786  
Yield stress  $f_y = 415$
- 2) Cement – Ordinary portland cement conforming to IS : 269.

**29. DEFECTIVE MATERIALS :-**

29.1 All materials used on work without prior inspection (and were necessary, testing) and without approval of the Engineer-in-charge is liable to be considered unauthorized and defective.

29.2 The Engineer-in-charge shall have full powers to reject any or all of the materials brought/utilize at the site by the contractor which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved by him. In case the contractor fail in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the cost of the contractor.

29.3 The Engineer-in-charge shall have full powers to reject other unspecified materials brought to substitute for rejected materials and in the event of the contractor refusing to comply with the Engineer will cause the same to be supplied by other means at the cost of the contractor.

**30. PROGRESS OF WORK :-**

30.1 The contractor shall give the Engineer-in-charge in the 4<sup>th</sup> day of each month a report on progress of work done during the previous month as per suitable proforma.

30.2 If at any time during the progress of the work, the Engineer-in-charge shall be of opinion that the contractor is not executing the work with reasonable diligence, it shall be lawful for him by notice in writing, to call upon the contractor to complete a specified portion(s) of the work by a date to be appointed in the notice, and in case the contractor continues to do so even after one month after a notice in writing from the Engineer-in-charge, the contractor will render himself liable to action as provided vide.

**31. EXTENSION OF TIME :-**

31.1 If the work be delayed by

- (a) Force Majeure, or

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- (b) Abnormal bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, strike to lookout other than the labour engaged by the contractor or effecting any of the trade employed on the work, or
- (e) Delay on the part of other contractors or tradesmen engaged by the Department in executing work on which the progress of the work under this contract is dependent but does not form part of this contract, or
- (f) Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's control.

There upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless pursue constantly his best endeavour to prevent or make good the delay and shall take all possible steps to the satisfaction of the Engineer-in-charge to proceed with the work.

- 31.2 Intimation of the necessity for extension of time shall be given by the contractor in writing not later than fourteen days of the happening of the event causing delay. The contractor may also if practicable, indicate in such a letter the period for which extension is desired.
- 31.3 In any such case, the accepting authority may give a reasonable extension of time for completion of the works which shall be communicated to the contractor by the Engineer-in-charge in writing within three months of the date of receipt/of such request by the Engineer- in-charge.
- 31.4 Formal request for extension of time for a specific period shall be submitted to the Engineer-in-charge at least 6 (six) months before the expiry of the contract period. The request for extension of time shall be accompanied with justifiable reasons for the request.
- 31.5 Extension of time shall also be admissible in the case of temporary suspension of work ordered in writing by the Engineer-in-charge.

**32. SUB-LETTING OF CONTRACT :-**The contract or any part thereof shall not be assigned or sublet without the prior written approval of the Engineer-in-charge.

**33. SETTING OUT OF WORK :-**

- 33.1 The contractor shall be responsible for the true and proper setting out of the work. He shall be responsible for proper maintenance of all reference pillars, bench marks, statues and other evidences existing in the field required in connection with the setting of work at his own cost till physical completion of all the item of the work or prior to that, if agreed to by Engineer-in-charge.
- 33.2 All such bench marks, reference pillars, etc. established by the contractor shall be subject to check and approval of the Engineer-in-charge or his authorised representatives at all

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times. Any variation noticed in the work as a result of improper establishment or maintenance of these shall be at the risk and expense of the contractor.

**34. INSPECTION OF WORK :-**

- 34.1 The contractor shall either himself supervise the execution of the work or shall appoint a component agent approved by the Engineer-in-charge to act on his behalf. If the contractor fails to appoint suitable agent as directed by the Engineer-in-charge, the latter shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work.
- 34.2 The Engineer-in-charge or the sub-divisional officer or the officer in-charge is to have at all times access to the works which are to be entirely under his control. Engineer-in-charge shall communicate or confirm his instruction to the contractor in respect of the execution of work in a 'Work Site Order Book' and the contractor or his authorised agent shall confirm, receipt of such instruction by signing relevant entries in this book. If required the contractor agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall allow inspection of the Registers or other documents by inspecting officers and the Engineer-in-charge or his authorised representatives at any time.
- 34.3 One copy of the approved drawings, shall be kept by the contractor on the site and the same shall be at all reasonable times be available for inspections and used by the Engineer-in-charge.
- 34.4 All works shall be subject to examination and approval by the Engineer-in-charge, no work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorised representative. Engineer-in-charge or his authorised representative shall without unreasonable delay, attend, for the purpose of examining such works.

**35. MEASUREMENT AND RECORDS:-**

- 35.1 The Engineer-in-charge shall, except as otherwise stated, ascertain and determine by measurement the value, in accordance with the contract of work done.
- 35.2 Stone metals/chips and blindage shall be measured at site before use in the work to ensure the correctness of utilization of specified quantity and quality. The contractor should ensure that these materials are stacked properly in advance.
- 35.3 He shall, when he requires any part/parts of the works to be measured, give notice to the contractor's authorised agent or representative who shall forthwith attend or send a qualified authorised agent to assist the Engineer-in-charge's representative in making measurement and shall furnish all particulars required by either of them.



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35.4 Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer-in-charge or approved by him shall be taken to be the correct measurement of the work. Measurements taken jointly shall be signed and dated by both parties of each day of measurement. The value of work under additional items, if ordered and executed shall be ascertained by measurement.

**36. DISPUTE :-**In case any disputes, questions or differences, etc. shall arise between the parties of the contract, it is to be referred to the Director of Tourism, Meghalaya, Shillong whose decision shall be final, conclusive and binding on the contractor

**37. FINAL CERTIFICATE:-**

37.1 Within ten days after the work is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice, the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defect which in the opinion of the Engineer-in-charge do not need reconstruction and can be rectified, he shall give a certificate indicating (a) the date of completion (b) defects to be rectified by the contractor as may be required for rectification of defects.

37.2 No certificate of completion shall be issued nor shall the work considered to be complete till the site is finally cleared as provided for in clause 46 of these documents, except for such materials and equipment as may be required or rectification of defects.

**38. FINAL CLEARANCE OF SITE :-** On completion of works, the contractor shall clear away and remove rubbish from the site, all constructional plants, surplus materials and temporary works of every kind, etc. to the satisfaction of the Engineer-in-charge.

**39. DEFECT LIABILITY:-**

39.1 The contractor shall be responsible to make good and remedy, at his own expense within such a period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed, before the expiry of a period of **36 (Thirty Six)** months (herein after referred to as the defect liability period) from the certificate of completion and intimation of which shall be sent to the contractor by a letter sent by hand or by registered post.

39.2 In the event of the contractor failing to rectify the defect or damage within the period to be notified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove or re-execute the work and/or remove and replace with other the materials/articles complained of, as the case may be by other means and the risk and expense of the contractor.

**40. CANCELLATION OF CONTRACT IN FULL OR IN PART :-**



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- 40.1 If the contractor fails to complete the work or portion of the work specified within the specified time, the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter by written notice shall cancel the contract in whole or in part.
- 40.2 The Accepting Authority shall in such cancellation have powers to :a. take possession of the site and any materials, construction plants, implements, stores etc. thereon and b)carry out the incomplete work by any means at the risk and cost of the contractor.
- 40.3 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of the work and the loss or damage suffered by the Department. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of machinery belonging to the contractor.

**41. LABOUR REGULATION :-**

- 41.1 The contractor shall employ skilled and experienced labours in sufficient member to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the work any person who has not completed fourteen years of age.
- 41.2 The contractor shall furnish to the Engineer-in-charge forth-nightly distribution return of the number and description by the trades of work in which people are employed on the work.
- 41.3 Contractor shall not employ labour or staff of doubtful integrity. If anti-state or anti-social elements are employed by the contractor, his contract will be cancelled and no claim whatsoever will be entertained for any losses or damage.
- 41.4 For the purpose of all labour laws, the contractor shall be deemed as "Employer" in respect of the labours employed by him for the contracted work. The Department shall not take any liabilities whatsoever in this respect.
- 41.5 The contractor shall pay to the labourers employed by him adequate wages and shall be as per the Rules and Regulations framed by the Department/Government from time to time. The register of work men and Register of Wage-Cum-Muster Roll shall be maintained and kept at the work site or near to it as far as possible.
- 41.6 If the contractor engages 5 (five) and above migrant workmen, he should obtain Registration Certificate and License as the case maybe from the Registering and Licensing Officers, i.e. in respect of Shillong Sadar Sub-Division from the Labour Commissioner and in

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other areas from the Deputy Commissioner/Additional Deputy Commissioner/S.D.O. (Civil) of their respective jurisdiction.

- 41.7 The tenderer shall furnish either a copy of applicable license / registration or proof of applying for obtaining labour license, registration with EPFO, ESIC & BOCW registration.
- 41.8 The contractor shall register the labourers with the Meghalaya Building & Other Construction Workers' Welfare Board.
- 41.9 The contractor shall provide Personnel Protective Equipments (PPE) such as dust masks, gloves, helmets, etc. to their workers as per site/work requirements for basic safety/welfare of their workers.

**42. SPECIFICATION OF THE WORK:-**

- 42.1 All works shall be carried out as per specifications provided in the approved drawings and estimate.
- 42.2 The work nature and drawings are attached for reference.



**Director of Tourism,  
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**APPENDIX – 1**

**GENERAL INFORMATION :-**

All individual firms and contractor applying for pre- qualification are requested to complete the information in this form. The nationality information to be provided for all owners or applicants who are partnership or individually – owned firms.

1. Name of firm / Contractor :-

---

2. Head office address :-

---

---

Land Line -

3. Telephone :- Cell -

---

4. FAX :-

---

5. Place of incorporation / Registration :-

---

6. Year of incorporation / Registration :-

---

7. Registration Number :-

---

8. Organisation with which the  
Applicant is Registered :-

---

Note (i) Enclose attested copy of Registration Certificate.  
(ii) Enclose attested copy of Photograph of the Applicant.

**(Signature of contractor)**

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**APPENDIX - 2**

**STRUCTURE AND ORGANISATION**

1. The applicant is
  - (a) an individual
  - (b) a proprietary firm
  - (c) a firm in partner-ship
  - (d) a Limited Company or Corporation
  
2. Attach the organisation Chart showing the Structure of organisation, including the name Of the Director and position of others.
  
3. Number of years of experience
  - (a) as a Prime Contractor (contractor shouldering Major responsibility)
    - (i) in own Country \_\_\_\_\_
    - (ii) other Countries (specify country) \_\_\_\_\_
  
4. For how many years has your organization been in business of similar work ?
  
5. Has any work been withdrawn from your (If yes, give details and reason thereof).
  
6. Have you ever left the work awarded to you in complete ? (If so, give name of Project and reason for not completing work)
  
7. Have you sublet any work at any time ? (If yes, specify the work and extend of subletting).

**Note :** Enclose certified copy of constitution of your firm.

**(Signature of contractor)**

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**APPENDIX – 3**

**GENERAL EXPERIENCE**

Name of applicant :- .....

All applicants & individual firms are requested to complete the application of this form. The information supplied should be Annual Turn Over of the applicant in terms of the accounts billed to clients for each year, for work in progress or completed.

Sl.No	Year	Annual Turn Over
1.	2019-20	
2.	2020-2021	
3.	2021-22	
4.	2022-23	
5.	2023-24	

Note : Supporting papers, such as audited reports, balance sheets, income tax returns, certificates from the Executive Engineers, shall be enclosed.

**(Signature of contractor)**

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**APPENDIX – 4**

**DETAILS OF EXPERIENCE IN CONSTRUCTION**

*(Details of works during last Five Years)*

Name of Work	Name of employer and address	Nature of work	Tender Value	Time of completion as per agreement	Dt. of award	Dt. of completion	Reasons for delay, if any.

**(Signature of contractor)**

**Note:** 1. It is mandatory that the Completion Certificate issued by the employing Agency should be enclosed.

2. Additional Sheets may be enclosed if necessary.

**APPENDIX – 5**

**SUMMARY SHEET : CURRENT CONTRACT COMMITMENTS/**

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**EXISTING COMMITMENT/ WORKS IN PROGRESS**

Name of applicant :- .....

Applicants 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 contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Sl No	Name of Contract	Name of Client	Tender Value	Stipulated date of completion	Value of Outstanding work	Expected date for completion

(Signature of contractor)



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**PERSONNEL IN THE EMPLOYMENT OF THE TENDERER**

Sl. No.	Personnel	Minimum Qualification required	Minimum Requirement (numbers)	Name	Qualification	Experience
1.	Project Manager	B.E. Civil +5 years. Exp. Or Dip. civil + 10 years Exp.	1			
2.	Site Engineer	B.E. Civil + 3 years Exp. Or Dip. Civil + 5 years Exp.	1			

**Notes:**

1. Undertaking from the technical personnel to be enclosed.
2. Attested photograph of technical personnel to be enclosed.
3. Educational qualification certificates of technical personnel to be enclosed.

**(Signature of contractor)**

**APPENDIX – 7**

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**FINANCIAL STATEMENT :-**

(To be given separately for each partner joint/ Venture/Consortium).

1. Name of firm
2. Capital :
  - a) Authorised :
  - b) Issued and paid up :
3. Attach audited balance sheets and profit and loss statement for the past three years.
4. Financial Position :-

(Exact amount in Rupees to be stated).

  - a) Cash :
  - b) Current Assets :
  - c) Current Liabilities :
  - d) Working Capital :
  - e) Net Worth :
5. Total Liabilities :
  - a) Current ratio : Current Assets to current liabilities
  - b) Acid test ratio : Cash, temporary investment held in lieu of cash and current received to current liabilities.
  - c) Total liability to net work :

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**APPENDIX – 7 (Continued)**

6. Annual value of construction works, undertaken for each of the last five years and projected for current years :-

Year	Current	One year before	Two years before	Three years before	Four years before	Five years before
Home						
Abroad						

7. Net Profit before Tax :

- (a) Current period :
- (b) During the last financial year :
- (c) During each of the four previous financial year :

The profit and loss statements have been certified through by :

8. Applicant's financial arrangements for the proposed works (Exact amount in Rupees to be mentioned) :

- (a) Own Resource : Rs. \_\_\_\_\_
- (b) Bank Credits : Rs. \_\_\_\_\_
- (c) Others (Specify) : Rs. \_\_\_\_\_

9. Certificate of financial soundness from Bankers of applicants together with their full addresses :

10. Approximate value of work in hand :- Rs. \_\_\_\_\_

11. Value of anticipated orders for next financial year :-

- Home :
- Abroad :

**(Signature of contractor)**

**APPENDIX – 8**

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**LITIGATION**

**LITIGATION HISTORY:**

Name of applicant :-.....

Applicants, should provide information in any history of litigation or arbitration resulting from contracts executed or currently under execution (Clause 27).

Year	Award for or against the applicant	Name of Client, cause a litigation and matter in dispute	Dispute amount (current value in Indian Rs.)	Actual awarded amount in Indian Rs.

**(Signature of contractor)**

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**APPENDIX – 8 (Continued)**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY TENDERER.**

1. (a) Does the Applicant or its constituent partners have a consistent history of litigation awarded against him? ... YES / NO  
  
(b) If yes, give details :
  
2. (a) Has any work awarded to the Applicant been subsequently withdrawn by any agency in India. ... YES / NO  
  
(a) If yes, give details.
  
3. (a) Has the Applicant or any of its constituent partners abandoned any contract work in India. ... YES / NO  
  
(b) If Yes, give details.
  
4. (a) Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 years. ... YES / NO  
  
(b) If yes, give details, including present status.

-----  
Note : If any information in his schedule is found to be incorrect or concealed, prequalification application will be summarily rejected.

**(Signature of contractor)**

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**APPENDIX – 9**

**PLANTS AND EQUIPMENTS TO BE DEPLOYED BY THE APPLICANT FOR USE IN THE WORK.**

Sl. No.	Type of equipments	Nos. Available Owned 'C'	*Other than col. no. C
1	Concrete Mixer		
2	Concrete Vibrators		
3	Dewatering Pumps		
4	Tippers		
5	Road Rollers (8-10 T) Tandem Rollers		
6	Water Tanker		
7	Spot Mix/Mini Hot Mix Plant with electronic control		
8	Excavator		

**Note:** Necessary supporting documents  
of the above machineries should be enclosed.

**(Signature of contractor)**

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**Construction of Tourist Lodge at Siju, South Garo Hills, Meghalaya. (**

**₹11,43,26,748.00/- )**

**ANNEXURE A**

**Forest Royalty on minor minerals :-**

- (i) Sand @ Rs. 110.00 (Rupees Ninety) only per cu.m
- (ii) Stone gravel @ Rs. 240.00 (Rupees Two Hundred and Forty) only per cu.m.
- (iii) Square stones @ Rs. 280.00 (Rupees Two Hundred and Eighty) only per cu.m.
- (iv) Clay and earth @ Rs. 100.00 (Rupees One Hundred) only per cu.m.

GST and Income Tax as applicable will be levied over the above rates.

MMRF and DMF as applicable will be levied over the above rates.

However, recovery of Forest Royalty will be exempted from those Contractors who can show that they have already paid the royalty at the time of purchase from the dealers/quarry owners and on such proof, no deduction shall be made.

A handwritten signature in black ink, appearing to be "A. W.", is written over a horizontal line.

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**POWER OF ATTORNEY**

Known all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for the Development of above titled Project

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of the Attorney

Executant

Attested

Witness: Executant

Notes:

1. To be executed by the sole Bidder
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bid.
4. In case the Tender is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

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**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20....

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorized Person

\_\_\_\_\_  
Name of the Authorized Person

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**ANNEXURE – B**

**(FINANCIAL BID)**  
(to be submitted in sealed COVER B)

I am/we are agreeable to execute the work” **Construction of Tourist Lodge at Siju, South Garo Hills, Meghalaya. ( ₹11,43,26,748.00/- ) ”AT PAR/.....PERCENT ABOVE** the Rates are as per Schedule of Rates for C.P.W.D D.S.R.(B) (2021).

**(Signature of Contractor)**

**Name of the Contractor** (in block letter)

**Address:**.....

.....

**Registration No.** .....

**WITNESS:**

**Signature**

**Name & Address.** .....

**Note :-** 1. Delete what is not applicable with dated signature

2. Rate to be given in figures as well as in words.

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