



**GOVERNMENT OF SIKKIM  
BUILDINGS & HOUSING DEPARTMENT  
GANGTOK**

**NOTICE INVITING TENDER**

N.I.T. No: 4 (B)/1

DATED:...21/03/11

For and on behalf of the Governor of Sikkim, Additional Chief Engineer, Buildings & Housing Department, invites sealed tenders from the eligible contractors of appropriate class of the State for the work listed under:-

Sl. No.	Name of work	Value put to tender	Completion Time	Amount of Bank Receipt for cost of tender documents	Amount of Earnest Money @ 2.5% for issue of tender form
1.	Construction of Head-Office-cum-Training Institute for Sikkim State Co-Operative Union at Assam-Lingzey in East Sikkim.	Rs. 18,93,76,230/-	36 months.	Rs. 1,00,000/-	Rs. 47,34,406/-

**TIME SCHEDULE**

- (a). Date of Pre-Tender Conference of Intending Tenderers with the depts., at the Conference Hall, Nirman Bhavan on clarification on the project. : 11/04/2011 at 11 A.M.
- (b) Last date of submission of applications : 20/04/2011
- (c) Date of issue of tender documents (excluding tender forms) : 25/04/2011
- (d) Date of issue of tender forms (on production of T.D.R) : 27/04/2011
- (e) Submission of tender : from 1100 Hrs. up to 1300 Hrs. on 30/04/11
- (f) Opening of tender : 1400 Hrs. on 30/04/11

## **CONDITIONS OF CONTRACT**

1. Tender is open only to the eligible Contractors/Firms of appropriate Class registered with S.P.W.D. Roads & Bridges Department, Government of Sikkim.
2. The intending tenders / contractors should apply in writing for issue of tender documents. The application would invariably be signed by the contractor himself / herself. The tender document will not be issued to any person other than the INTENDING TENDERER. The application shall be submitted for the work listed above with all required documents as indicated under.  
The applicants should enclose attested copies of the following along with the application
  - (a). latest Value Added Tax Clearance Certificate.
  - (b). latest Income Tax Clearance Certificate as per the Indian Income Tax Act.
  - (c). Validated/Updated Contractor Enlistment Certificate and Professional Tax Clearance Certificate .
  - (d). Original validated / updated enlistment certificate.It is mandatory to produce the Original validated/updated Enlistment Certificate during sale / issue of the Tender Documents for verification.
3. The prescribed Non-Transferable Tender Documents ( excluding the Tender Form) can be obtained during the period specified as above from the office of the Additional Chief Engineer Buildings & Housing Department, on production of requisite Bank Receipt of the State Bank of Sikkim towards the cost of Tender Document ( non-refundable) under the receipt Head “ 0059-Public Works-80-General-02 Public Works(Buildings)-800- other Receipts” in favour of the Chief Accounts Officer, / Accounts Officer.
4. Earnest money deposit @ 2.5% in State Bank of Sikkim shall be in the form of deposit receipts of Scheduled Bank which includes deposits in the form of Temporary Deposits Receipts (TDR) or fixed deposits receipts exclusively for the particular work in favor of the Accounts Officer of the department. Tender form shall be issued only on production of the deposit receipts to the contractor/firm who has obtained the tender documents and on production of deposit receipts of 2.5% earnest money.
5. The Tender Documents including the Tender Form with quoted offer should be placed in a sealed cover with the name of the Tenderers and the name of the work subscribed on it. Supporting documents listed at Sl.no.2 (a), (b), (c) and (d) above should be enclosed with the offer.
6. Sealed tenders may be deposited in the Tender Box in the Conference Hall of Buildings & Housing Department, Gangtok, on the date and within the time indicated above.
7. Tenders will be opened by a Tender Opening Committee constituted as prescribed by the Government in presence of the tenderers, who wish to be present on the date and time indicated above.
8. The Tenderer should sign on every page of the Tender Documents as acceptance of the general direction and conditions of contract and other laid down norms. The rate quoted should be both in figures and words and should be inclusive of Value Added Tax and all other Taxes and Levies. Over writing and correction should be avoided and if made should be authenticated. In the incidence of discrepancy in figures, the rates given in words shall prevail. Incomplete/conditional tenders shall be rejected forthwith.
9. In case of any discrepancy in rate(s) printed in the Schedule of Rates and Quantities issued with the Tender Document, rates as per approved Schedule of Rates will be taken as correct. For items outside the S.O.R , the rates shall be as per the technically checked estimate/ analysis. Decision of the Head of the Department will be final in this regard.

10. The Work value, scope and quantum of work are subject to change. The contractor shall execute the work as per the directives of the department. No claim on this account shall be entertained whatsoever. If any extra claim is made, it shall be as per the agreement rates.
11. The contractor shall establish a field laboratory at the construction site. It shall be mandatory to test material by the contractor at site or any other laboratory fixed by the government for Quality Control purpose. The Department reserves the rights to withhold payments to the contractor unless test certificates are produced by the contractor when called upon to do so.
12. The contractor shall engage a Graduate / Diploma Civil Engineer (s) at the project site during the execution of work as per the norms prescribed in the Enlistment Rules and grade of contractors as well as requirement at site determined by the engineer in charge.
13. Avoidable damages due to negligence of the contractor shall be at his own risk and cost. The Department shall not be liable for payment of such damages (if any), including accidents to laborer at site.
14. The tender offer shall remain valid for a period of 90 days. The work should commence within 15 days from the date of issue of Work order.
15. All the conditions as mentioned in the N.I.T shall be deemed to be a part of the agreement to be entered with the contractor. Security deposit shall be collected by deductions from the running bills of the contractor @ 5% of the value of work done.
16. The contractor shall ensure the safety of vegetation in the project area and beyond. He shall also plant additional flora as directed by the engineer in charge at his own cost, in due fulfillment of the stipulation under the State Green Mission. Security deposit for the work shall be refunded only after verification of the survival of such plants in addition to the other norms laid down for the release of security deposit.
17. The Department reserves the right to accept/reject any or all tenders without assigning any reason thereof.
18. The contractors are required to register themselves under Rule 39 or 40 ( as the case may be) of the Sikkim Value Added Tax Rules 2005 with the Income and Commercial Tax Division of Finance , Revenue and Expenditure Department . The contractors should obtain the TIN Number before the settlement of bill or they must be registered Companies/Firms registered under the Companies Act-1956. The contractors should also have valid PAN card and TAN. The contractors are also required to submit PAN number as per the provision of Indian Income Tax Act, wherever applicable.
19. The recoveries of Income Tax , Value Added Tax and royalties on forest produces shall be as per rates notified by the Government from time to time and applicable on the date of payment. In no case, claim of any contractor for deduction as per rates incorporated in the Analysis of Rates or Schedule of Rates or Rates on the date of tender shall be acceptable.
20. In case of carriage of Non-stock materials, if these are available at site or are actually transported from a lesser distance than indicated in the schedules, the department shall pay the carriage as per the proof of carriage supported by permits issued by Forest department , indicating the quarries which are required to be submitted by the contractor with bill and not exceeding the rates incorporated in these schedules. The contractors are required to submit necessary documents to fulfill the claim of payment for carriage of Non-Stock materials.
21. Mobilization advance shall be given as per paragraph 24.6 of the Sikkim Public Work Department Manual and General conditions of Contract subject to availability of resources.
22. Subletting of contract work is against the norms and if it comes to the notice , the original contract shall be cancelled and appropriate action shall be initiated as per the rules.

23. In case the man power employed by the contractor is from outside the state or neighboring countries , it shall be the responsibility of the contractor to get them registered with the Labour Department, Government of Sikkim, as per the relevant labour laws.
24. The department also reserves the right to increase, decrease , alter or modify the items of work as indicated in the N.I.T within assigning any reason thereof.
25. Use of explosives shall be regulated as under:-
  - (a). Transportation , handling , storage and use of explosive (if any) shall be in accordance with the provision of India Explosive Act and General Guideline, Circulars issued by the depart ment and other competent authorities on the subject from time to time.
  - (b). The rules and regulations issued by the Sikkim Public Works Department or any other competent authority shall strictly be adhered to with regard to transportation, storages, handling and use of explosives at all times. Proper daily record of receipt and issue of explosives shall be maintained by the contractor.
26. The contractor shall also make arrangements to have photographs of the works taken, at least three stages of the construction period i.e beginning, middle and completion stage and the same should be submitted to the engineer-in-charge.
27. Quarrying of stones shall be allowed from designated approved quarries. Where work of Water Bound Macadam is involved, binding materials shall be strictly in accordance with the specifications, both in quality and quantity. Works such as compaction, consolidation and stabilization etc will be required to be done on trial stretches to ensure that materials , procedure and equipments are producing the desired result.
28. Damages to properties in and around the work site must be avoided at all cost. The contractor shall be held responsible for any acts of negligence and shall be made to make good the damages occurred.
29. Expenditure involved for material testing at site or in laboratories shall be borne by the contractor.
30. It is expected of the tenderer to have inspected the site before submitting his bid and have their own correct assessment of the site before submitting the bid.
31. The contractor will have to pay all taxes and duties applicable and notified by the State/ Central Government and no claim shall be entertained in this regard whatsoever.
32. The cost of stock materials supplied from the departmental store will be deducted from the contractor's bills as per the rates in the agreement.
33. In case of work for Internal Electrification no tender rate premium above the scheduled cost is admissible.

For further details the interested firms/ contractors may visit the official website of Buildings & Housing Department @ [www.sikkim-buiding.gov.in](http://www.sikkim-buiding.gov.in) .

**Addl.Chief Engineer**  
**Buildings & Housing Deptt.**