



**HUMAN RESOURCE DEVELOPMENT DEPARTMENT  
GOVERNMENT OF SIKKIM  
GANGTOK.**

NIT .No.1/GOS/HRDD

Dated:11/7/11

**NOTICE INVITING TENDER**

For and on behalf of the Governor of Sikkim, Addl. Chief Engineer, H.R.D. Department, Gangtok, East Sikkim invites sealed tenders from the eligible contractors of appropriate class Lachen Mangan Constituency for the work as below :-

Sl. No.	Name of work	Value put to tender	Completion time in months	Bank receipt towards cost of tender documents	Earnest money @ 2.5% for issue of tender form.
1	Construction of Football Stadium at Mangan in North Sikkim.	`4,06,98,575/-	24 Months	` 30000/-	`10,17,464/-

**A. DATES**

1. Date for submission of application with Bank Receipt/Challan : 16/8/11
2. Date for issue of Tender Documents : 17/8/11
3. Date for issue of Tender Forms : 18/8/11
4. Date and Time for submission of Tender : 20/8/2011 up to 12 noon
5. Date and Time for opening of Tender : 20/8/2011 at 13 hours.

**B. GENERAL CONDITIONS.**

1. The intending tenders/contractors should apply in writing for issue of tender documents. The application should invariably be signed by the contractor himself/herself. The tender documents will not be issued to person other than the INTENDING TENDERERS. The application shall be submitted in person with all required documents.
2. The applications should enclose attested copies of the (A) latest VAT Clearance Certificate (B) latest Income Tax Clearance Certificate and (C) Validated/Updated Contractor Enlishment Certificate along with the application. It is mandatory to produce the original validated/ updated Enlishment Certificate and other original documents 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 in (A) Above from the office of the Addl.Chief Engineer , HRD Department, Gangtok on production of requisite Bank Receipt / challan duly deposited in the State Bank of Sikkim towards cost of Tender

Documents (Non-Refundable) under the receipt head “0202-Education 01-General Education 103-University & Higher Education 04-Other Receipts Cost of Tender Form (Roads).

4. Earnest money @2.5% duly deposited in the State Bank of Sikkim shall be in the form of T.D.R. in favour of the Sr.Accounts Officer(East), HRDD Department, Gangtok, East Sikkim. Tender Form shall be issued only to those contractors / firms who have obtained the Tender Documents.
5. The Tender Documents including the Tender Form with quoted offer should be placed in a sealed cover with the name of the works superscribed on it. Supporting documents listed at Sl.No.2 A, B & C above should be enclosed with the offer.
6. Sealed Tender may be deposited in the Tender Box in the Office of the Addl.Chief Engineer HRDDepartment, Gangtok East Sikkim, on the date and within the time indicated above.
7. A Tender Opening Committee in the presence of the tenders will open tender on the date and time indicated above.
8. The tenderer should sign on every page of the tender documents as acceptance of the General Directions and Conditions of Contract and other laid down norms. The rate quoted should be both in figures and words and should be inclusive of Sales Tax and all other Taxes. Over writing and corrections should be avoided and if it occurs it should be authenticated. Incomplete / Conditional tenders shall be rejected.
9. In case of any discrepancy in rate(s) printed in the Schedule of Rates & Quantities issued with the tender documents, then the rate printed in the Schedule of Rates as per the approved estimate will be taken as correct. Decision of the Chief Engineer or the Secretary will be the final in this regard.
10. The work value, scope and quantum of work are subject to change and the contractor shall execute the work as per the directives of the department. Claim of this account shall be as per the agreement rates and for any extra items which are not included in the Schedule of quantities at the time of tender, the rates of the SOR used in preparation of DPR i.e. the SOR of the year on which the tender is based shall be followed.
11. Quality control and testing of materials shall be done by the contractors as and when required to do so. The contractor shall engage a Civil Engineer at project site during the period of execution of the work.
12. Avoidable damages due to negligence of the contractor shall be at his/her risk and cost. The Department shall not be liable for payment of such damages (if any), including accidents to labourers at site.
13. The offer shall remain valid for a period of 90 days. The work should be commenced within 15 days from the date of issue of Work Order.
14. The conditions as mentioned in the NIT shall be deemed to be part of the agreement to be entered with the contractor.

15. The contractors are required to register themselves under Rule 39 or 40(as the case may be) of Sikkim Value Added Tax Rule 2005 with the Income and Commercial Tax Division of Finance Revenue & Expenditure Department and obtain the TIN number before the settlement of Bill or they must be registered companies / firms registered under the companies at 1956 having valid PAN / TAN.
16. The recoveries of Taxes and Royalties on Forest produces shall be as per the rates applicable on the date of payment notified by the State Government from time to time. In no case, the claims of the 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.
17. The Department of Human Resource Development does not accept subcontracting of the project work, however, if circumstances warrants such subcontracting, the contractor shall not sub-contract any part of the work without prior consent of the HRDDepartment Gangtok. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor.
18. In case the men power are required to be imported from outside the State or the neighbouring Countries it shall be the responsibility of the contractor to get them registered through the labour Department Govt. of Sikkim as per the relevant Central and State Legislation.
19. Liquidated Damages:- If the contractor fails to achieve the target or milestones fixed from the various activities (As per the work plan), the contractor shall pay liquidated damages to the Department at the rate the Chief Engineer / Competent Authority finds suitable, which shall not be more than 5% of the contract value.
20. The contractor shall do photography / video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of the work and lastly after the completion of the work but he / she shall not disclose details of drawings furnished to his and work on which he is engaged without the prior approval of the department / Engineer in writing. No separate payment will be made to the contractor on account of the photography / video photography. The contractor shall not publish otherwise circulate without the approval of the department which shall be treated as breach of contract.
21. The contractor shall confine all his activities inside the allocated project area. The allocated project area implies the identified quarry, identified debris disposal site and land acquired for the project.
22. All specifications, dimensions and geometrics shall be verified by the contractor on the site and he shall be responsible for accuracy AND MAINTENANCE OF ALL DIMENSIONS AND LEVELS. Process quality control as well as End Product quality control both implies for achieving quality work at site.
23. No unauthorized persons shall be allowed on the site. The contractor shall instruct all such persons to keep out and shall take steps to prevent trespass.

24. In case of difference between other Clauses of the Agreement (and its sub clauses) then additional conditions incorporated in the General Directions and Conditions of Contract shall supersede all other clauses.
25. The department reserves the right to accept or reject any or all tenders without assigning any reason thereof.
26. In case there is use of explosives in the project, its Transportation, handling, storage and use shall be as per the notification of the State Government and Explosive Act, Government of India.
27. Expenditure involved for material testing viz, Cube strength of concrete, Crushing strength of metals etcetera at site or in laboratories shall be borne by the contractor. The contractor shall make necessary arrangements accordingly as and when instructed to do so.
28. It is expected for the tenderer to have reconnoitred / inspected the site before submitting his bid. There may be possible site difficulties for which the tenderer should have their own correct assessment before submitting the bid.
29. The contractor will have to pay all taxes and duties as applicable and notified by the State/Central Government and no claim will be entertained in this regard whatsoever.
30. The cost of stock materials and equipments supplied by the department will be deducted form the contractor's bill as per rules.
31. In case of difference between other Clauses of the Agreement (and its sub clauses) then additional conditions incorporated in the General Directions and Conditions of Contract shall supercede all other clauses.
32. In case the tender date as indicated above is declared a Government holiday, the process shall continue in the subsequent working days.
- In case the quantum of works and specifications as prescribed in schedule of quantities or included in the work value at the time of tender deviates due to limitation of funds or otherwise these are subject to changes for which decision of the Head of the department shall be final and conclusive.

**Addl. Chief Engineer**  
HRDD, Gangtok.