



GOVERNMENT OF SIKKIM
ROADS AND BRIDGES DEPARTMENT
NOTICE INVITING TENDER

N. I. T. No: 12 /R&B/2011-12

DATED:20/05/2011

For and on behalf of the Governor of Sikkim, Chief Engineer, Roads and Bridges Department, invites sealed tenders from the eligible contractors of appropriate class enlisted with SPWD (R&B) for the work listed here under:

Sl. No	Name of work	Value put to tender (Rs)	Completion Time, (in months)	Cost of tender documents (Rs)	Earnest Money @ 2.50% of (3)
1	2	3	4	5	6
1	Construction of road from Sophaka Village (Uttarey) to Chewabanzyang via Jorebotey in West Sikkim	18,75,42,168.00	36 Months	2,00,000.00	46,88,554.00

TIME SCHEDULE

- Date for submission of application with Bank Receipt: **20th to 24th June, 2011 up to 1600 hrs** for issue of Tender Documents (excluding the Tender Form)
- Date of issue of Tender Form : **27 and 28th June, 2011 up to 1600 hrs.**
- Date and Time for submission of Tender: **on or before 30th June, 2011 till 1300 hrs**
- Date and Time of opening of Tender : **30th June, 2011 at 1400 hrs.**

CONDITIONS OF CONTRACT

- Tender is open only to the eligible Contractors/Firms of appropriate Class/Area.
- 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 initially with all required documents.
- The applicants should enclose attested copies of the (a) latest Value Added Tax Clearance Certificate, (b) Latest Income Tax Clearance Certificate as per the Indian Income Tax Act and (c) Validated/Updated Contractor Enlistment Certificate, and Professional Tax Clearance Certificates along with the application. It is mandatory to produce the Original validated/updated Enlistment Certificate during sale/issue of the Tender Document for verification.
- 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 **Senior Accounts Officer, Roads and Bridges Department**, Government of Sikkim, Nirman Bhawan, Gangtok on production of requisite Bank receipt from the State Bank of Sikkim towards the cost of Tender Document (non-refundable) under the receipt Head "0059 – PWD cost of Tender Form".
- Earnest money deposit @ 2.5% in State Bank of Sikkim shall be in the form of Deposit Receipt of Schedules Bank which includes deposits in the form of temporary deposit receipts in favor of the **Senior Accounts Officer, Roads and Bridges Department**, Tender Form shall be issued only on production of the deposit receipts to that contractors/firm who has obtained the tender Documents, on production of toward deposit receipts of 2.5% earnest money.
- 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 superscripted on it. Supporting documents listed at SL 3 (a), (b) and (c) above should be enclosed with the offer.

7. *Sealed tenders may be deposited in the Tender Box in the office of the **Additional Chief Engineer (S/E), Roads and Bridges Department, Nirman Bhawan, Gangtok, on the date and within the time indicated above.***
8. *Tenders will be opened by a Tender Opening Committee as prescribed by the Government in the presence of the tenderers on the date and time indicated above.*
9. *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 high altitude allowance (if any), Value Added Tax and **all other Taxes and Levies** as notified by the Government from time to time. Over writing and correction should be avoided and if made should be authenticated. Incomplete/Conditional tenders shall be rejected forthwith.*
10. *In case of any discrepancy in rate (s) printed in the Schedule of Rates & Quantities issued with the tender document, rates as per approved standard Schedule of Rates will be taken as correct. For items outside the SOR, the rates shall be as per the technically checked estimate/analysis. **Decision of the PCE-cum Secretary/Head of the Department** shall be final in this regard.*
11. *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. No claim on this account shall be entertained whatsoever. If any extra claim is made, it shall be as per the agreement rates.*
12. *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 Department for quality control purpose. The Department reserves the rights to with hold payments to the contractor if testing of material and produced by the contractor when call upon to do so.*
13. *The contractor shall engage a Graduate/Diploma in Civil Engineer (s) at the project site during the period of execution of work as per the norms prescribed in the Enlistment Rules and grade of contractors as well as requirement at site determined by Engineer – in – charge.*
14. *Avoidable damages due to negligence of the contractor shall be at his risk and cost. The Department shall not be liable for payment of such damages (if any), including accidents to labourer at site.*
15. *In case of roads works, contractor shall be required to execute the pavement works in test patches for ensuring quality of materials and for determination of correct methodology. The test patches shall be got approved from the Engineer – in – Charge.*
16. *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.*
17. *All the conditions as mentioned in the NIT 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 wok done.*
18. *The contractor shall ensure the safety of plant in the road reserve 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 additions to the other laid down norms for release of Security Deposit.*
19. *The Department reserves the right to accept or reject any or all tenders without assigning any reason thereof.*
20. *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 & case 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 act 1956 having valid Pan/Tan. The Contractors are also required submit **PAN No** as per provision of Indian Income Tax Act wherever applicable.*
21. *The recoveries all taxes including Income tax, Value Added Tax, Labour Cess 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 contractors for deduction as per rates incorporated in Analysis of Rates or Schedule of Rates or Rates on the date of tender shall be acceptable.*

22. *In case of carriage of Non Stock Materials, if these materials 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 actual proof of carriage supported by permits issued by Forest Department indicating the quarries which is required to be submitted by contractor with bill, not exceeding the rates as incorporated in these schedules. The contractors are required to submit necessary documents to fulfill the claim of payment for carriage of Non Stock Materials.*
23. *Mobilization advance shall be given as per paragraph 24.6 of the Sikkim Public Work Department Manual and General Condition of Contract subject to availability of resources.*
24. *Sub-letting 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.*
25. *In case the Man powers are being deployed from outside the State or Neighboring Countries, it shall be responsibility of the Contractor to get them registered through the Labour Department Government of Sikkim as per the Relevant Central and State Legislation.*
26. ***The Department also reserves the right to increase, decrease, alter or modify the clauses and items of works as indicated in the NIT without assigning any reason thereof before the date of submission of the completed tender document.***
27. *Use of explosives shall be regulated as under:-*
 - a) *Transportation, Handling, Storage and use of explosive (if necessary) shall be in accordance with the provision of the India Explosive Act and General Guideline, Circulars issued by the department and other competent authorities on the subject from time to time .*
 - b) *The rules and regulations issued by the Sikkim P.W.D. 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.*
28. *The contractor shall also make arrangements to have photographs of the works taken at least at three stages of the construction period i.e. beginning, middle and completion stage.*
29. *Quarrying of stones shall be allowed only from designated approved quarries. Where work of water bound Macadam is also involved binding materials will strictly be in accordance with specification, 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.*
30. *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.*
31. *Expenditure involved for material testing, Cube strength of concrete, Crushing strength of road metals etc. 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.*
32. *It is accepted to the tenderer to have 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.*
33. *The contractor will have to pay all taxes, cess and duties as applicable and notified by the State/Central Government and no Claim will be entertained in this regard whatsoever.*
34. *The cost of stock materials and bridge parts supplied from the department store will be deducted from the contractors' bills as per rules.*
35. *The disposal of spoils generated from cutting/excavation shall have to be disposed off at the place designated by the Engineer-in-charge for which no extra payment shall be made.*

*Chief Engineer
Roads and Bridges Department*