



ANNEXURE

GOVERNMENT OF SIKKIM  
FINANCE, REVENUE AND EXPENDITURE DEPARTMENT  
GANGTOK

NO: 07/FIN/ACTTS.

Dated: 18/09/2009

NOTIFICATION

In exercise of the power conferred by the sub-rule (3) of the rule (3) of the Sikkim District Based Entrepreneurs and Professionals Incentive, Development and Promotional Rules, 2008, and in supersession of OM No. 13/Fin/Adm dated 19<sup>th</sup> March 2007, the State Government is hereby pleased to make the following amendments in the Notification No. GoS/CS/473/RandB dated 13<sup>th</sup> August 2008, published in Extra Ordinary Gazette No 409, dated 8<sup>th</sup> September, 2008, to delegate power to accord Technical Sanction, Inviting Tenders, Acceptance of tenders and finalization of Agreement for the implementation of the Developmental Schemes in the State.

1. In the said notification, for existing entries, the following shall be substituted, namely: -

A Eligibility of Contractors.

Sl.No.	Grade of Contractor	Tendering Limits	Jurisdiction of Tender
1	Class IV	Up to Rs. 20.00 lakhs	All registered contractor of appropriate grade within the territorial jurisdiction of the Gram Panchayat where the work to be executed at Gram Panchayat through Gram Sabha.
2	Class III	Above Rs. 20.00 lakhs up to Rs. 50.00 lakhs	All registered contractor of appropriate grade within the territorial jurisdiction of the Assembly constituency where the work to be executed at the Office of Block Development Officer / Assistant Engineer.
3	Class II B	Above Rs. 50.00 lakhs up to Rs. 1.00 crore	All registered contractor of appropriate grade within the territorial jurisdiction of the Assembly constituency where the work to be executed at the Office of Sub-Divisional Magistrate / Divisional Engineer.
4	Class II A	Above Rs. 1.00 crore up to Rs. 2.00 crores	All registered contractor of appropriate grade within the territorial jurisdiction of the District where the work to be executed at Office of District Collector / Superintending Engineer.
5	Class I B	Above Rs. 2.00 crores up to Rs. 5.00 crores.	All registered contractor of appropriate grade within the territorial jurisdiction of the District where the work to be executed at the Office of District Collector / Superintending Engineer.
6	Class I A	Above Rs. 5.00 crores up to Rs. 10.00 crores.	All registered contractor of appropriate grade within the territorial jurisdiction of the District where the work to be executed at Office of District Collector / Superintending Engineer.

7	Class IA	Rs. 10.00 crores and above.	All registered contractor of appropriate grade within the State / Country. Prequalification criteria to be adopted.
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**B Call of Tender**

1	For Civil works value up to Rs. 20.00 lakhs.	Gram Panchayat through Gram Sabha.
2	Civil works Value above Rs. 20.00 lakhs up to Rs. 50.00 lakhs.	Block Development Officer / Assistant Engineer.
3	Civil works value above 50.00 lakhs up to Rs. 1.00 crore	Sub-Divisional Magistrate / Divisional Engineer.
4	Civil works value above Rs. 1.00 crore up to Rs. 10.00 crores.	District Collector / Superintending Engineer. ( E. Tendering)
5	Civil works value above Rs. 10.00 crores.	Chief Engineer / Additional Chief Engineer ( E. Tendering)

**C Opening of Tenders:**

1	For Civil works value up to Rs. 20.00 lakhs.	Majority of Gram Panchayat with the help of Rural Development Assistant.
2	Civil works value above Rs. 20.00 lakhs up to Rs. 50.00 lakhs.	Block Development Officer / Assistant Engineer and one member nominated by the BDO.
3	Civil works value above Rs. 50.00 lakhs up to Rs. 1.00 crore	Committee comprising of Divisional Engineer concerned, Sub-Divisional Magistrate and Assistant Engineer concerned.
4	Civil works value above Rs. 1.00 crore up to Rs. 10.00 crores.	Committee comprising of District Collector or his representative, Chief Pay and Accounts Officer or his representative, Superintending Engineer and Divisional Engineer concerned.
5	Civil works value above Rs. 10.00 crores	Committee comprising of Chief Engineer / Additional Chief Engineer, Superintending Engineer and representative of the Finance, Revenue and Expenditure Department.

**D Acceptance of Tender:**

Up to at par on works value where no additional financial implication is involved.

1	Up to Rs. 50 lakhs	Block Development Officer.
2	Up to Rs. 1.00 crore	Sub Divisional Magistrate / Divisional Engineer.
3	Up to Rs. 2.00 crores	District Collector / Superintending Engineer.
4	Up to Rs. 5.00 crores	Additional Chief Engineer.
5	Up to Rs. 10.00 crores	Chief Engineer.
6	Above Rs. 10.00 crores	PCE-cum-Secretary / Head of Department.

## 2. Where additional financial implication is involved:

Sanction of the competent authority with the concurrence of DPER and NECAD and Finance Revenue and Expenditure Department is necessary.

**E Technical Sanction**

1	Estimated cost up to Rs. 1.00 Crore.	Divisional Engineer concerned.
2	Estimated cost up to Rs. 10.00 crores	Superintending Engineer.
3	Estimated cost above Rs. 10.00 crores	Additional Chief Engineer, Chief Engineer, Head of Department.

For any reason / deviation beyond the permissible limit prescribed in PWD Code and Manual with the cost, the above designated officers are required to obtain the approval of Secretary / Head of Department.

**F Work Order:**

1	Civil works value up to Rs. 50.00 lakhs.	Block Development Officer.
2	Civil works value up to Rs. 1.00 crore	Sub-Divisional Magistrate / Divisional Engineer.
3	Civil works value up to Rs. 10.00 crores	District Collector / Superintending Engineer.
4	Civil works value above Rs. 10.00 crores.	Additional Chief Engineer / Chief Engineer.

**G Conclusion of Agreement.**

1	Civil works value up to Rs. 50.00 lakhs.	Block Development Officer / Assistant Engineer
2	Civil works value to Rs. 1.00 crore	Sub Divisional Magistrate / Divisional Engineer.
3	Civil works value to Rs. 10.00 crores	District Collector / Superintending Engineer.
4	Civil works value above Rs. 10.00 crores	Additional Chief Engineer / Chief Engineer.

**H Passing of Bills.**

1	Civil works value up to Rs. 1.00 crore	Divisional Engineer.
2	Civil works value up to Rs. 2.00 crore	Superintending Engineer
3	Civil work value up to Rs. 5.00 crore	Additional Chief Engineer
4	Civil works value up to Rs. 10.00 crores	Chief Engineer
5	Civil work value above Rs. 10.00 crores	PCE-cum-Secretary/Head of Department

3. The exercise of these powers is subject to availability of Budget provision. By order and in the name of the Governor of Sikkim.

SD/-  
(SMT. R. ONGMU) IAS  
PRINCIPAL SECRETARY  
GOVERNMENT OF SIKKIM  
FINANCE, REVENUE AND EXPENDITURE DEPARTMENT  
GANGTOK



GOVERNMENT OF SIKKIM  
ROADS and BRIDGES DEPARTMENT  
GANGTOK

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No 494/Store/R&B/07-08/164

Dated 5<sup>th</sup> December 2008

This is for the information of all concerned that the following points are to be strictly followed while indenting/transportation, storage, handling and usage of Explosives:

1. Only authorized person shall receive the explosives for the particular work from the Store magazine with proper indent.
2. Explosives should be strictly transported in departmental explosive van.
3. No person who is physically handicapped shall be employed for any works connected with storage, loading, unloading, transport or use of explosives.
4. The explosives should be stored in portable magazines as per explosives act.
5. All tools and implements kept or used in opening/closing of packages of explosives shall be made only of wood.
6. Daily account shall be maintained for receipt and usage of explosives in Form 32 and Form 34 of Schedule V of explosives Rules 1083 respectively and the Department representative shall endorse the account.
7. Information to local Police Station and Panchayats shall be given for publicity and to exercise caution so as not to endanger lives and properties in the areas.
8. A competent person holding a shot firer's permit granted under explosive Act 1983 shall carry out all blasting operation.
9. Blasting operation shall be carried out only between SUNRISES TO SUNSET.
10. The unused explosive must be returned to the Store with a proper return indent.
11. All losses, shortages of stock and thefts of explosive shall be reported without delay to the nearest Police Station and the concerned Subdivision.
12. For charging or stemming a shot hole no person shall use an iron or steel tools, scrapers or tamping rod, nor shall forcibly press the explosive into a hole of insufficient size. A tamping rod made entirely of wood shall be used.
13. Before exploding any blasting charges, adequate measures shall be taken so as to prevent as far as possible, the projection of fragments of stone by the explosion of the blasting charge.
14. No person shall re-bore or tamper a hole that has once been charged or attempt to withdraw a charge either before firing or after a misfire or deepen or tamper with empty holes or sockets left after blasting.
15. Before commencing shot firing should give sufficient warning to the public by an efficient system of signals and by putting up red flags in the danger zone, and should see that all persons in the vicinity have taken shelter.
16. Public should be warned not to approach the site of blasting operation at least within an hour after explosion or in the case of un-open quarry, not to approach such quarry within half an hour after explosion.
17. The number of shots, which explodes, shall be counted and unless it is certain that all the shots have been exploded no person shall approach or be permitted to approach the place until 30 (thirty) minutes after the firing of shots.

18. In the event of a misfire, a relieving hole is to be drilled which shall not be placed within 30 (thirty) centimeters from the misfire hole. The relieving hole shall run parallel to the misfire hole.
19. Explosives of Class 2 or Class 3 shall be used in their original cartridge packing and such cartridge shall not be cut to remove explosives for making cartridges of different size.
20. Explosives shall only be conveyed from the licensed storage premises to near the site in original on open packages or in closed containers used solely for that purpose.
21. Explosives shall not be conveyed in any vehicle with any other materials, tools or implements other than that required for the purpose of blasting.
22. Explosives leftover after the day's work shall be returned to the licensed premises magazine from which the same was taken.
23. The containers used for carrying explosives from original packages shall be maintained thoroughly clean and shall be kept closed when not in use. The containers shall be provided with either handles or carrying straps of adequate strength and shall be conspicuously marked with the word "EXPLOSIVES".
24. Detonators shall be conveyed in special containers. This shall not be carried with other explosives. Batteries, dry cells and other source of electric energy shall not be carried in the vehicle carrying detonators.
25. Explosives before use shall be visually examined for any visible defects and any defective explosives shall not be used.
26. Any explosives showing signs of deterioration of any kind should be reported immediately to the Licensing Authority and such explosives set aside for examination by such authority.
27. Electric power at the blasting site shall be disconnected as far as practicable before charging the explosives.
28. No work other than that associated with the charging operations shall be carried out within 10 meters of the holes unless otherwise specified to the contrary by the Licensing Authority.
29. When charging is completed any surplus explosives detonators and fuses shall be removed from the vicinity of the hole and stored at a distance which would prevent sympathetic detonation in the event of a charge detonating prematurely in any hole.
30. The holes, which have been charged with explosives, shall not be left unattended till the blasting is completed.
31. Care shall be taken to ensure that fuse or wires connected to the detonators are not damaged during the placing of stemming materials and tamping.
32. The issue of explosives and detonators will be strictly made with batch nos. as marked on the cartons/packages. The stores and magazine in charge must maintain the batch nos.
33. All running on a/c. bills including final bills of all projects using explosives must contain a certificate stating the all explosives and detonators are properly used and accounted for.

Principal Chief Engineer (Mech./Stores)  
Roads and Bridges Department



GOVERNMENT OF SIKKIM  
LAW DEPARTMENT  
GANGTOK

THE SIKKIM DISTRICT BASED ENTREPRENEURS AND PROFESSIONALS  
INCENTIVE, DEVELOPMENT AND PROMOTIONAL ACT 2008  
(Referred to in paragraph 13.33)

No: 10/LD/P/2008  
10.07.2008

Date:

NOTIFICATION

The following Act passed by the Sikkim Legislative Assembly and having received the Assent of the Governor on 28<sup>th</sup> day of June, 2008 is hereby published for general information:-

THE SIKKIM DISTRICT BASED ENTREPRENEURS AND PROFESSIONALS  
INCENTIVE, DEVELOPMENT AND PROMOTIONAL ACT 2008  
(Act No.10 of 2008)

AN  
ACT

To provide for incentive development and promotion for the district based entrepreneurs and professionals.

Be it enacted by the Legislature of Sikkim in the Fifty-ninth Year of the Republic of India as follows:-

Short title, extent and commencement

1. (1) This Act may be called The Sikkim District Based Entrepreneurs and Professional Incentive, Development and Promotional Act, 2008,
- (2) It extends to the whole of Sikkim.
- (3) It shall come into force on such date as the State Government may by notification in the Official Gazette appoint.

Definition

2. In this Act unless the context otherwise requires:-  
“Act” means The Sikkim District Based Entrepreneurs and professional, Incentive, Development and Promotional Act, 2008.  
“District Based Entrepreneurs and professionals mean and include any person who is involved in activity of execution of development/welfare project of the Government and include any Government official.

Note

The person must be local having Sikkim Subject Certificate of Identification and is an ordinary resident of the districts.

Preface to district based entrepreneurs and professional

3. 1) the State Government may in its developmental and Welfare oriented projects in  
a districts give preference to the District based entrepreneurs and professionals to secure equitable distribution of State Developmental work among different entrepreneurs including small and marginal district based entrepreneurs in project works upto or involving such amount as may be specified by notification.

- 2) The State Government may for such eligibility criteria or guidelines as may be prescribed as it may deem fit for the purpose of availing such benefits by the eligible person.
- 3) Any person who is found eligible to avail such promotional incentive and scheme could be considered for price/call advantage/consideration ranging from 3% to 5% over others or upto such extent as may be specified by notification.

Provided that in matters of technical competence or capability in the standard of work there shall not be any compromise.

**Designated Authority**

4. 1) The State Government shall designate such officer or authority to evaluate And monitor implementation of the provisions of the Act to ensure greater participation by district based entrepreneurs and professionals as part of Government policy of ensuring decentralization of developmental activities and greater participation of people in all corners of the State.
- 2) The authority shall work for such period as may be provided by rule and shall be the duty of the authority to suggest ways and means from time for implementation of the scheme under the Act.

**Power to make rules**

5. 1) The State Government may by notification make rules for carrying out the provisions of the Act.

BY ORDER

R.K. PURKA YASTHA, SSJS  
LR-CUM-SECRETARY  
LAW DEPARTMENT

## Rules for Enlistment of Contractors

In suppression of all previous Notifications, Circulars, Office Memorandums on the Subject, the Governor of Sikkim is hereby pleased to make the following rules regarding Enlistments, Up-Gradation, Re-validation of enlistments of contractors, for execution of Civil Engineering works in the State of Sikkim, namely:-

1. Short title, extent and commencement.
  - (1) These rules shall be called the Sikkim Government Enlistment of Contractors (Civil) Rules 2009.
  - (2) They shall extend to the whole of Sikkim.
  - (3) They shall come into force on the date of publication of their in the Official Gazette.
2. Definitions
 

In these rules, unless the context otherwise requires:-

  - (a) “Contractor” means any individual or proprietorship firm/company/Co-operative Society registered under Society Act etc., as defined under Sub-rule (21) of rule 2 of Sikkim Public Works Code. It also includes contractor, personal representative, successor, assignees; but does not include Government servant or public representative.
  - (b) “Contract” means the Conditions of Contract, specifications drawings, schedule of quantities and rates and agreements, if completed.
  - (c) “Class” means the grade of enlistment.  
 “Enlistment Authority” means or committee of officers appointed or designated by the State Government as below:-
    - (i) PCE-cum- Secretary, Roads and Bridges Department -  
Chairman
    - (ii) PCE-cum-Secretary, Building and Housing Department -  
Member
    - (iii) PCE-cum-Secretary, Water Security and PHE Department -Member
    - (iv) Secretary, Irrigation and Flood Control Department -Member
    - (v) PCE-cum-Secretary, Energy and Power Department -Member
    - (vi) Chief Engineer (Civil), Roads and Bridges Department -Member Secretary
  - (e) “Government” means State Government of Sikkim;
  - (f) “Up-gradation” means promotion of eligible contractor from one class to next higher class;
  - (g) “Works” means works as defined in Sikkim Public Works Code. It also means any construction /activities/projects entrusted by the Government for the welfare of the people using public fund;
  - (h) “Works Departments” means all Government Departments where civil engineering works are executed.
3. Classes of Contractors
 

The different classes of contractors are Class III, IIB IIA, IB, I A and IAA.

  1. Eligibility
 

Subject to the provision in these rules, ordinarily, the holder of Sikkim Subject or holder of Certificate of Identification issued by competent authorities, holder of Residential Certificate of Sikkim, Registered Cooperative Society in Sikkim, Registered Partnership Firm in Sikkim, Public Limited Company or a Private Limited Company incorporated as per provision of the Act for the time being

enforce in Sikkim are entitled, subject to rules and eligibility criteria and other condition are satisfied.

However, preference shall be given to local candidate. The enlisted contractors have to abide by all the rules.

## 2. Enlistment Procedure

### (1) In case of new enlistment-

- (a) The contractor shall submit an application in the prescribed form in Annexure- I to the enlistment authority. Along with all document as per Annexure- II.
- (b) The book containing the enlistment rules along with the approved forms can be obtained from the Enlisting Authority on production of non-refundable Bank receipt of Rs. 500.00 (Rupees five hundred) only, duly deposited in the State Bank of Sikkim under Head "0059-80-800-Roads and Bridges as cost of enlistment form".
- (c) Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.
- (d) Subject to the eligibility criteria and other conditions laid down in these rules. If the decision regarding enlistment is not conveyed within six months of the date of receipt of application for any reason it shall be deemed that the enlistment has not been granted.
- (e) The enlistment authority shall have the right to verify independently, the details furnished by the contractor by way of inspecting the works done by the contractor and/or to get such other reports as may be considered necessary.
- (f) If the enlistment authority finds the contractor suitable for enlistment, it shall issue the enlistment order.
- (g) The decision of the enlistment authority shall be final and binding on the applicant.

- (2) In case of existing enlistment, the Contractor /Firms/Co-Operative Societies etc., shall remain valid for a period of one year from the date of publication of this Notification in the Official Gazette or the period of validity mentioned in the enlistment order, whichever is earlier.

## 6. Eligibility Criteria.

- (a) Subject to any exception provided under these rules, the eligibility criteria for enlistment as a contractor in different classes under these rules are as under:-

Sl. No	Class of contractor	Financial soundness required	Engineering Establishments required	Tools and Plants establishment required
1	2	3	4	5
1	IV	.....	.....	.....
2	III	Solvency Certificate of Rs. 2.00 Lakhs from a nationalized or scheduled Bank.	.....	.....

3	IIB	Solvency Certificate of Rs. 5.00 Lakhs from a nationalized or scheduled Bank.	.....	.....
4	IIA	Solvency Certificate of Rs. 10.00 Lakhs from a nationalized or scheduled Bank	.....	.....
5	IB	Solvency Certificate of Rs 20.00lakhs from a nationalized or scheduled Bank.	One Diploma holder with minimum experience of 1 year.	Minimum Ownership required for:
				(i) Concrete mixers of full bag capacity -1 nos
				(ii) Vibrators-2 nos
6	IA	Solvency Certificate of Rs 100.00 lakhs from a nationalized or scheduled Bank	One graduate engineer (Civil) with minimum experience of 1 yr or Two Diploma holders with minimum experience of 3 yrs.	(iii) Truck-1 no
				Minimum Ownership required for:
				(i) Concrete mixers of full bag capacity-2 nos
				(ii) Vibrators-3nos(2needle)
				(iii) Truck/ Tipper -2 no
				iv) Steel centering and shuttering 2000sqm
				v) Capacity to arrange on exclusive hire or lease for Buildings and Bridges:-
				(vi) Road Roller 8/10 Tone Capacity -2 nos
(vii) Bull Dozer D5 0 -2 nos				
7	Class 1AA	Solvency Certificate of Rs 100.00 lakhs from a nationalized or scheduled Bank	Two graduate of engineer (Civil) with minimum experience of 1 yr or Two Diploma holders with minimum experience of 3 years.	(viii) Shovel-cum-Excavator /JCB -1 no.
				Minimum Ownership required for:
				(i) Concrete mixers of full bag Capacity -3 nos
				(ii) Water Tanker -2 nos
				(iii) Truck/Trippl-3 nos-own
				(iv) Vibrator Road Roller 20T Capacity -1 no - own
				(v) Road Roller 80/10 Tone Capacity -1 no -own
(vi) Hot-mix Plant of 30MT/hr-1 no own/hire				
(vii) Steel Centering and Shuttering 2000sqm for both Buildings and bridges				

				(viii) Bull Dozer D50 and D80 -1 each –own/hire
				(ix) Vibrators 2 needle -3 nos
				(x) Excavator/JCB - 2 – nos- own/hire
				(xi) Diesel Roller 8/10 ton – 1 no – own/hire
				(xii) Air Compressor with Drilling Machine-own/hire ,
				xiii) Paver- 1no – own/hire

## ii) Up-gradation

Sl.No	Class of contractor	Past experience of completed works in last 5 yrs required	Financial soundness required	Engineering Establishments required	Tools & Plants establishment required
1	2	3	4	5	6
1	III	At least one work or two works valuing not less than Rs 8 Lakhs	Solvency Certificate of Rs. 3.00 Lakhs from a nationalized or scheduled Bank		
2	IIB	At least Three works or Two works valuing not less than 15.00 Lakhs	Solvency Certificate of Rs. 12.00 Lakhs from a nationalized or scheduled Bank		
3	IIA	At least Three works Each Valuing not less than 30.00 Lakhs.	Solvency Certificate of Rs. 20.00 Lakhs from a nationalized or scheduled Bank		
4	IB	At least three works Each Valuing not less than 30.00 Lakhs. One such work should be Building works (Anywhere in the country)	Solvency Certificate of Rs 50.00lakhs from a nationalized or scheduled Bank	One Diploma holder with minimum experience of 1 year.	Minimum Ownership required for: (i) Concrete mixers of full bag capacity - 1nos (ii)Vibrators-2 nos (iii)Truck-1 no

5	IA	At least three works Each Valuing not less than 50.00 Lakhs. One such work should be Building works (Anywhere in the country)	Solvency Certificate of Rs 100.00lakhs from a nationalized or scheduled Bank	One graduate engineer (Civil) with minimum experience of 1 yr or Two Diploma holders with minimum experience of 3 yrs.	Minimum Ownership required for:
					(i) Concrete mixers of full bag capacity-2nos
					(ii)Vibrators-3 nos(2 needle)
					(iii)Truck/Tipper -2 no
					Steel centering & shuttering 2000sqm
					Capacity to arrange on exclusive hire or lease for Bridges:-
					(i) Road Roller 8/10 Tone Capacity -2 nos
					(ii) Bull Dozer D5 0 -2 nos
(iii) Shovel-cum-Excavator /JCB -1 no.					
6	Class 1AA	At least three works Each Valuing not less than 100.00 Lakhs. One such work should be Building works (Anywhere in the country)	Solvency Certificate of Rs 100.00lakhs from a nationalized or scheduled Bank	Two graduate engineer (Civil) with minimum experience of 1 yr or Two Diploma holders with minimum experience of 3 yrs.	Minimum Ownership required for:
					(i)Concrete mixers of full bag Capacity -3 nos
					(ii) Water Tanker -2 nos
					(iii) Truck/Triple-3 nos-own
					(iv)Vibrator Road Roller 20T Capacity -1 no - own
					(v) Road Roller 80/10 Tone Capacity -1 no - own
					(vi) Hot-mix Plant of 30MT / hr- 1 no own / hire
					(vii) Steel Centering & Shuttering 2000sqm for both Buildings & bridges
					(viii) Bull Dozer D50 & D80 -1 each –own/hire
					(xix) Vibrators 2 needle -3 nos
					x) Excavator/JCB - 2 – nos- own/hire
xi) Diesel Roller 8/10 ton – 1 no – own/hire					

					xii) Air Compressor with Drilling Machine- own/hire ,
					xiii) I Paver- 1 no – own/hire

### 7. Period of Enlistment

The enlistment shall be valid for a period of three years. The enlistment can, however, be revalidated in accordance with rules in this regard. Each revalidation shall be for a period of three years from the date of expiry of the previous enlistment/revalidation. The enlistment shall be open to review by the enlistment authority and liable to termination, suspension or any other such actions at any time, if considered necessary, by the enlistment authority after issue of show cause notice.

### 8. Disqualification

- (a) An individual or a firm having such individual as one of its partners who is a dismissed Government servant or removed from the approved list of contractors or having business banned/suspended by any Government in the past or convicted by a Court of Law shall not be entitled for enlistment.
- (b) No Engineer or any other official employed in engineering cell in the works Department of the Government of Sikkim is allowed to work either as contractor or as employee of a contractor for a period of two years after his retirement from Government service unless he has obtained prior permission of the Government of Sikkim to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of the Government as aforesaid, the name of the contractor shall be removed from the lists of enlisted contractors and suitable legal action initiated against him.
- (c) A contractor is not permitted to have enlistment in more than one category at a time.
- (d) A partner of a Firm or a Director of a company or enlisted as an individual contractor, cannot be a partner/director in any other enlisted firm /company.

### 9. Jurisdiction and Tendering Limits:

The Jurisdiction in which contractors enlisted in various categories and classes shall be as per notification issued by the competent authority and amended from time to time.

### 10. Change in the status of Firm or Co-Operative Society:

- (a) The Contractor/Firm/ Co-operative Society shall not modify the existing partnership or enter into any fresh partnership without the prior approval of the enlistment authority. Such proposal, if any, shall be submitted in advance giving full details of the intended partnership/sole proprietorship along with the draft partnership deed/affidavit and documents as per Annexure-VI. Any change in status of the contractor as an 'Individual' or in constitution of the firm without prior approval of the enlistment authority will render the contractor/firm liable to be removed from the approved list of contractors.
- (b) If a firm is converted in two or more firms by any action of its partners, the new firm (s) or any separated partner (s) in his (their) individual/joint capacity shall have to apply for the enlistment a fresh on the basis of work experience gained as a separate entity.

- (c) If new partners are taken in the firm, each new partner shall have to satisfy the eligibility conditions mentioned in Rule 4. The Co- Operative Society is required to submit the copy of resolution of latest Annual General Meeting and list of new executive body.
- (d) If the number of original partners of a firm reduces to less than half due to any reason including death of partner (s), the enlistment of the firm shall be withdrawn.

#### **11. Change in Address**

While applying for enlistment, the contractor should mention address of his registered office as well as Head Office, if the same is different. All documents, Tax Clearance Certificates, Solvency Certificate, otherwise the same shall not be accepted. The contractor shall intimate the change, if any, in any, of the above addresses in advance or maximum within one month of such change and failure to do so may result in removal of his name from the approved list of contractor.

#### **12. Review of Approved List of Contractors**

The contractor shall be required to secure works of appropriate magnitude or participate in the tendering process of at least one work in the State Government or Central Government during the revalidation/ enlistment period. Contractors shall be liable to be weeded out for non-observance of enlistment rules. For this purpose, the enlistment authority shall have the power to review the approved list of contractors periodically.

#### **13. The validity of initial enlistment of the contractor shall be for a period of three years.**

- (a) It shall, however, be revalidated on merits if desired by the contractor. Only the contractor, who has participated in the tendering process of at least one work of appropriate magnitude in the State Government during the period of enlistment or last revalidation period of enlistment, as the case may be shall be considered for revalidation. A work completed /secured as an associate contractor of the main contractor to whom a composite contract was/has been awarded, shall NOT qualify for consideration of revalidation.
- (b) The contractor shall apply for revalidation of his enlistment in the prescribed form (Annexure-VII) along-with all documents as per Annexure- IX and revalidation fees prescribed, so as to reach the enlistment authority at least 6 (six) months before the date of expiry of his enlistment, revalidation fee shall be paid in the State Bank of Sikkim through a Bank Challan duly authorized by the Enlistment Authority. The fee shall be credited to the Revenue Head "0059-80-800-PW (Roads) – Fee for Renewal of Enlistment.
- (c) Revalidation fee shall be as follow:-

Class	Amount.
Class IV	Rs. 100.00
Class III	Rs. 1000.00
Class IIB	Rs. 2000.00
Class IIA	Rs. 3000.00
Class IB	Rs. 7500.00
Class IA	Rs. 15000.00
Class IAA	Rs. 20000.00

- d) In cases, where the application is received after date of expiry of enlistment/ revalidation, but within three months of expiry, the application can be accepted with the revalidation fee but without the late fee. Applications received thereafter, shall be accepted only on payment of fees along with late fees, sum of which shall not be less than the double of normal revalidation fees.
- e) The contractor should fill the details of each of the works, of appropriate magnitude, secured by him, during the last revalidation/enlistment period in the proforma as given in Annexure-VII.
- f) The list should include, all works secured by him during the above-mentioned period. In case, the contractor conceals any information, his revalidation shall be liable to be cancelled.
- g) The contractor should fill up the details in the proforma as given in Annexure-VII in duplicate, for each work, separate proforma should be filled.
- h) One copy of all the proforma should be given to the concerned Divisional Engineer of the Division in which the works were executed and the acknowledgement obtained on the second copy of the proforma. The 2<sup>nd</sup> copy should then be submitted to the enlisting authority along with the application for revalidation.
- i) The Divisional Engineer should fill up the proforma and submit to the enlisting authority through his Superintending Engineer, within two weeks of receipt of proforma.
- j) The revalidation shall be done on the basis of review of the performance of the contractor pertaining to the period of validation.

**13. Up-gradation procedure:**

- a) The contractor shall have to submit an application in the prescribed form in Annexure- I to the enlistment authority, complete with all documents as per Annexure-II to X wherever applicable.
- b) The book containing the enlistment rules along with the approved forms can be obtained from the Enlisting Authority on production of non-refundable bank receipt of Rs. 500.00 (Rupees Five Hundred) only duly deposited in the State Bank of Sikkim under Head "0059-80-800- Roads and Bridges- cost of enlistment form.
- c) Up- gradation from one grade to the next higher grade shall be considered only after completion of minimum period of 3 years (three years) at the lower grade subject to fulfillment of all other conditions stipulated in these rules.
- d) Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.
- e) Subject to the eligibility criteria and other conditions, laid down in the rules, if the decision regarding enlistment is not conveyed within six months, of the date of receipt of application, for any reason, it shall be, deemed that the up-gradation has not been granted.
- f) The enlistment authority shall have the right to verify independently, the details furnished by the contractor, by way of inspecting the works done by the contractor, and/or to get such other reports as may be considered necessary prior to the grant of up-gradation.

- g) If the enlistment authority finds the contractor suitable for up-gradation, it shall issue the up-gradation order in form XI on payment of up- gradation fees as under:

Up-Gradation	-	Amount of Fees	
Class IV to III	-	Rs. 3000/-	(Three Thousand) only
Class III to IIB	-	Rs. 4,000/-	(Four Thousand) only
Class IIB to IIA	-	Rs.5000/-	(Five Thousand) only
Class IIA to IB	-	Rs.10000/-	(Ten Thousand) only
Class I B to IA	-	Rs. 25000/-	(Twenty Five Thousand) only
Class I A to Class IAA	-	Rs 50000/-	(Fifty Thousand) only

- (h) The decision of the enlistment authority for up-gradation shall be final and binding to the contractors.

#### **14. Contractor's Obligations**

The contractor should fulfill all his obligations under these rules in time and manner as specified failing which he/she shall be liable for action under these rules. Some of the obligations are summarized below:-

- a) Prior approval shall be obtained from the enlisting authority before changing the conditions of the firm/company.
- b) Intimation of change of address should be given in advance or within one month.
- c) He should secure at least one work of specified magnitude during the period of enlistment/ revalidation.
- d) He shall abide by these rules.
- e) He should not indulge in unethical practices.
- f) He shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.

#### **15. Disciplinary Actions**

The contractor shall have to abide by all the rules of enlistment and also by the terms and conditions of the contract and the Notice Inviting Tenders. He shall have to execute the works satisfactorily, on time and with good quality. The enlisting authority shall have the right to demote a contractor to a lower class, suspend business with him for any period, debar him or remove his name from the approved list of contractors after issue of show cause notice. Decisions of the Enlistment Authority shall be final and binding to the contractor.

#### **16. Suspension of business**

The Enlistment Authority may suspend business, with a contractor, for a indefinite period, pending full enquiry into the allegations, the Enlistment Authority is prima-facie of the view, that the contractor is guilty of an offence in relation to business, dealings which, when established, would result in his/her removal/ debaring from business and it is considered not desirable to entrust new works or continue business with the contractor or he has executed work without care or sufficient precaution or has done sub-standard work or the construction work has collapsed during the time of construction or for any other sufficient reasons attributable to the contractor causing loss and destruction of public property and live, provided that such suspension should not be made without issue of show-cause notice in this regard.

**17. Removal from the approved list**

The name of the contractor may be removed from the approved list of contractors, by the enlisting authority, if he:-

- (a) has, in more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- (b) persistently violates any important conditions of the contract,
- (c) has failed to abide by the conditions of enlistment; or
- (d) is found to have given false declarations and particulars at the time of enlistment; or,
- (e) has indulged in any type of forgery or falsification of records criminal act like canvassing during the process of tenders in any form, indulges in the criminal act which is unethical;
- (f) changes constitution of the firm or individual without prior approval of the enlistment authority; or
- (g) change permanent address/business address without intimation to the enlistment authority; or
- (h) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- (i) persistently violates the labour regulations and rules and complaints of serious nature received from other Departments which prima-facie appear to be.
- (j) default in settlement of tax dues like income tax, vat, sale tax control duties vat etc.
- (k) will be desisted from the contractor's enlistment.
- (l) In the event of the contractor found to have not executed the work as per rule.
- (m) The State Government can amend, alter, modify, and delete any provision of the above rules.

**18. Revision of the Rules**

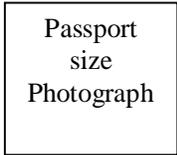
The State Government may modify, add, delete and /or change any of the above rules and shall be binding on all the enlisted contractors.

**19. Removal of Doubt**

Where a doubt arises as to the interpretation of any of the provision of these rules, the decision of the State Government shall be final.

**20. Power to Relax**

The Government within their discretion may relax these rules at any time.



**ANNEXURE I  
APPLICATION FOR ENLISTMENT/ UPGRADATION  
AS CONTRACTOR**

(The applicant should study carefully the “Sikkim Public Works Department (Enlistment of Contractor) Rule 2009 and the list of documents to be annexed with the application form before filling the form. Applications found incomplete in any respect are liable to be rejected without any further correspondence).

CLASS	CATEGORY
-------	----------

1. Name of applicant Shri/Ms/ M/s \_\_\_\_\_
2. Permanent Address \_\_\_\_\_
3. Temporary Address \_\_\_\_\_  
 Regd Office \_\_\_\_\_  
 Head Office \_\_\_\_\_
4. Nationality Indian  other
5. Telephone Number: Mobile Number: 

<input type="checkbox"/>									
<input type="checkbox"/>									
6. Fax Number: 

<input type="checkbox"/>									
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------
7. Constitution Individual  Co-operative society   
 Partnership Firm  Private Ltd. Company
8. If partnership firm, name of the partners/  
 GRADE APPLIED FOR (*Please tick*)  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_
9. Is the individual/sole proprietor/any partner/ director of a company:  
 (a) Retired engineer/official from engineering Department of State/Central within last Yes  No   
 (b) Director or partner of any other company/firm es No  
 If answer to any of the above is ‘Yes’, furnish details on a separate sheet.
10. Name of Bankers with full Address \_\_\_\_\_
11. Place of business (if any) \_\_\_\_\_
12. Full time technical staff in applicant’s employment  
 (a) Graduate Engineers with minimum 1 (one year experience)  Nos  
 (b) Diploma Engineers with minimum 2(two) years experience.  Nos
13. Does the applicant have sufficient Tools and Plant Machinery, Equipment? and Workshop as per requirement mentioned in the Enlistment Rules  
 For class category applied for  
 [Attach details on separate sheet]  YES  NO
14. (a) Whether already enlisted with any other Department.    
 (b) If yes give details:-  
 (i) Name of the Department.....

- (ii) Class and Category.....
- (iii) Enlistment authority and address.....
- (iv) Enlistment No and Date.....
- (v) Date of validity.....
- (vi) Tendering limit.....

15. ENLISTMENT / UPGRADATION fee, enclosed

Receipt. No.	Date	Amount	State Bank of Sikkim Name of Branch	Head of account

- 16. Details of works completed and in progress during the last 5(five) years (to be filled in proforma as given in Annexure-III. This list should include all works whose gross amount of work done is more than the required magnitude for the class in which registration is required.
- 17. Certificates from clients in original as per proforma given in Annexure-IV for all eligible works.
- 18. Certificates:-
  - i. I/ we certify that no criminal case is pending against me/ us in any court of law.
  - ii. I/ we (including all partners) certify that I/ we have read the Rules of Enlistment of contractors in Public Works Department and shall abide by them.
  - iii. I/ we certify that I/we am/are not a dismissed Government servant or removed from the approved list of contractors or having business banned / suspended by any Government or convicted by Court of Law.
  - iv. I/ we certify that I/ we will not get myself/ourselves registered as contractor(s) in the Department under more than one name.
  - v. I/ we certify that the information given above is to the best of / my/our knowledge. I/we also undertake that if any of information is found wrong, I/ we am/are liable to be debarred and removed from the approved list of contractors.
  - vi. I/ we certify that none of the partners / share holders / owners / Directors retired as an Engineer of Gazetted rank or as any Gazetted office employee of Engineering or Administrative duties. In the last two years. Further, it is also certified that we have neither under our employment any such person nor shall employ any person within two years of his retirement except with the prior permission of the Government.

(Strike out whichever is not applicable)

Signature(s) of applicant(s):-

Sl. No. Address	Name	Signature
1.		
2.		
3.		

Date:

No. of Documents attached

--

## ANNEXURE-II

SL.NO.	Document	YES	NO
1	Copy of Sikkim Subject Certificate/ Certificate of Identification or Proof of Residence in Sikkim.		
a)	Proof of constitution		
2	(a) In case of sole proprietorship/HUF, an affidavit executed before a 1 <sup>st</sup> Class Magistrate that the applicant is the sole proprietor of the firm/ karta of HUF.		
	(b) In case of partnership firm: /Co- operative (Submit attested copies)		
	(i) Partnership deed attested by Notary Public.		
	(ii) Form "A" or equivalent form issued by Registrar of firms		
	(iii) Form "B" or equivalent form issued by Registrar of firms		
	(iv) Form "C" or equivalent form issued by Registrar of firms		
	(c) In case of Private Ltd Co. Article of Association duly attested by Notary Public. Power of Attorney, if any attested by Notary Public.		
3	Solvency Certificate from Scheduled Bank I the proforma given in Annexure – VI. The certificate should be on the bank's letter-head and in sealed cover and shall be addressed to the concerned Enlistment Authority.		
4	Technical Staff:		
	(i) List of full time technical staff/Designers with qualification and experience.		
	(ii) Attested copies of the degrees/diplomas of the technical staff/ Designers		
	(iii) Declaration from the technical Staff/ Designers that they are employed with the applicant.		
5	List of M/C. T and P i/c steel centering and shuttering, possessed by the applicant. Full details and location of workshop including details of Machines, Equipment provided Attested copy of Enlistment Order Listed of family members working in SPWD, including their address.		
6	Bank Receipts / Challans for Enlistment fee.		
7	Original or attested copies of certificates work done, from		

8	Concerned clients, in proforma as given in Annexure-IV		
9	Attested copies of award letters for works included in Annexure-III		
10	Valid and attested copy of Income Tax and Vat Clearance Certificate.		
11	Four Nos. latest Pass port size Photograph of Contractors/ Karta of firm / Director or any authorize person of company		

## ANNEXURE-III

Work completed and in progress during the last five years including all works awarded  
(Add additional sheets, if necessary)

Sl. No.	Name of work and Agreement No.	Date of Commencement	Date of Completion		Reason for delay and Compensation levied, if any.
			Stipulated	Actual	
1	2	3	4	5	6
1					
2					
3					

Tendered cost	Gross cost of Completion	Net amount received	Name designation and complete address of the authority for whom the work was done
7	8	9	10

ANNEXURE-IV

CERTIFICATE OF PERFORMANCE OF CONTRACTOR

Name and Address of the Client \_\_\_\_\_

Details of Works executed by Shri/M/s \_\_\_\_\_

1	Name of work with brief particulars	
2	Agreement No and date	
3	Date of commencement of work	
4	Stipulated date of completion	
5	Actual date of completion	
6	Details of compensation levied for delay, if any	
7	Tendered amount	
8	Gross amount of the work completed	
9	Name and address of the authority under who works executed.	
10	Whether the contractor employed qualified Engineer/ Overseer during Execution of work?	
11	Quality of work (indicate grading)	
12	Amount of work paid on reduced rate basis, if any.	
i)	Did the contractor go for arbitration?	
	If yes, total amount of claim	
ii)	Total amount awarded	
13	Comments on the capabilities of the Contractor.	
a)	Technical Proficiency	
	Out Standing/V. Good/Good/Poor	
b)	Financial Soundness	
	Outstanding/V. Good/Good/Poor	
c)	Mobilization of adequate Tools and Plants	Out Standing/V. Good/Good/Poor
d)	Mobilization of manpower	Out Standing/V. Good/Good/Poor
e)	General behavior	Out Standing/V. Good/Good/Poor

Note: All columns should be filled in properly.

Signature of the  
Reporting Officer with Official Seal  
Officer of the rank of  
Superintending Engineer or equivalent.

## ANNEXURE-V

## FORM OF SOLVENY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s/Sri \_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs \_\_\_\_\_ (Rupee\_ \_\_\_\_\_).

This Certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

NOTE: - In case of partnership firm, Certificate to include names of all partners as recorded with the Bank.

(seal)

Signature for the Bank

## ANNEXURE-VI

FOR CHANGE OF CONSTITUTION LIST OF DOCUMENTS/INFORMATION  
REQUIRED TO BE SUBMITTED

## A. DOCUMENTS TO BE SUBMITTED

1. Copy of proposed partnership deed duly signed/proposed Memorandum of Articles.
2. Attested copy/copies of valid Income Tax and VAT Clearance Certificate(s) in respected of each proposed partner.
3. An undertaking sworn in before a 1<sup>st</sup> Class Magistrate by all the partners to the effect that the new firm will take over all assets and liabilities.
4. Dissolution deed/consent of retiring partners/dead certificate in case of dead of a partner.

## B DETAILS TO BE FURNISHED IN RESPECTED OF EACH PARTNER WITH WHOM THE FIR WANT TO ENTER INTO PARTNERSHIP AND OBTAIN ENLISTMENT

- i. Whether he is enlisted with CPWD/MES/Railway/P and T/State PWD.
- ii. Whether he is a dismissed Government servant.
- iii. Whether he is a partner/director of any other firm enlisted with this Department /MES/P and T/State PWD.
- iv. Whether he s member of Indian parliament or State legislature.
- v. Whether his name has been blacklisted or removed from the approved list of Contractors or demoted to lower class or order banning/suspending business with him by any department in the past.
- vi. Whether he is a dismissed/removed/retired Government Servant with in 2 (two) years.
- vii. Whether he has any family members working in SPWD. If yes give details.
- viii. Whether he has any Civil or Criminal case pending in any Court in India. If yes give details.

Signature of Contractor

## ANNEXURE-VII

**CONTRACTOR'S PERFORMANCE REPORT FOR WORKS  
COMPLETED OR UNDER EXECUTION FOR REVALIDATION OF ENLISTMENT**

Part I (To be filled in by the Contractor)

1. Name of the contractor : \_\_\_\_\_
2. Name of work : \_\_\_\_\_
3. Enlistment No and Agreement : \_\_\_\_\_
4. Certificate of tender participation from an officer not below the rank of Superintending Engineer or equivalent. : \_\_\_\_\_
5. Name of division in which the work was executed : \_\_\_\_\_
6. Estimated cost put to tender : \_\_\_\_\_
7. Tendered cost : \_\_\_\_\_
8. Gross amount of final bill/work done till date : \_\_\_\_\_
9. Stipulated date of start and completion : \_\_\_\_\_
10. Actual date of completion or percentage progress : \_\_\_\_\_
11. Amount of compensation levied for delay, if any : \_\_\_\_\_
12. Amount of reduced rate items, if any : \_\_\_\_\_
13. Did the contractor go for arbitration?  
: \_\_\_\_\_
14. If yes, give details : \_\_\_\_\_

Signature of the Contractor

Part II (To be filled in by the Department)

NOTE: This performance report duly completed by Divisional Engineer and Superintending Engineer should be forwarded to enlistment authority within two weeks of its receipt from the contractor. Certified that details given by the contractor in Annexure have been verified and found to be correct.

Signature of the Executive/ DE/ EE

1. Quality of work (Please grade as Very Good/Good/Satisfactory/Poor):
  - (a) Grading by EE/Divisional Engineer.

Signature of DE/ EE with full designation.

- (b) Grading by Superintending Engineer.

Signature of Superintending Engineer.

## ANNEXURE-VIII

**SIKKIM PUBLIC WORKS DEPARTMENT  
APPLICATION FOR REVALIDATION OF ENLISTMENT**

(The applicant should study carefully the "Sikkim Public Works Department (Enlistment of Contractor) Rule 2009 and the list of documents to be annexed with the application form before filling the form. Applications found incomplete in any respect are liable to be rejected without any further correspondence).

CLASS		CATEGORY	
-------	--	----------	--

1. Name of applicant Shri/Ms/ M/s \_\_\_\_\_
2. Permanent Address \_\_\_\_\_
3. Temporary Address \_\_\_\_\_  
 Regd. Office \_\_\_\_\_  
 Head Office \_\_\_\_\_
4. Nationality Indian  \_\_\_\_\_ other  \_\_\_\_\_
5. Telephone Number:
- Mobile Number:
6. Fax Number:
7. Constitution Individual  Co-operative society   
 Partnership Firm  Private Ltd. Company
8. If partnership firm, name of the partners/ if company  
 or Co-operative Society, name of directors:  
 1 \_\_\_\_\_  
 2 \_\_\_\_\_
9. Is the individual/sole proprietor/any partner/ director of a company:  
 (a) Retired engineer/official from engineering Department of State/Central within last es No  
 (b) Director or partner of any other company/firm es No  
 If answer to any of the above is 'Yes', furnish details on a separate sheet.
10. Name of Bankers with full Address \_\_\_\_\_  
 \_\_\_\_\_
11. Place of business (if any) \_\_\_\_\_
12. Full time technical staff in applicant's employment
  - i. Graduate Engineers with minimum 1 (one) year experience  Nos.
  - ii. Diploma Engineers with minimum 2(two) years experience  Nos.  
 Including (i) above
  - iii. Diploma Engineer with minimum 2 years experience.  Nos.
  - iv. Architect and designer  Nos.
13. Does the applicant have sufficient Tools and Plant Machinery, Equipment and workshop as per requirement mentioned in the Enlistment Rules

For class category applied for  
 [Attach details on separate sheet] YES  NO   
 14. (a) Whether already enlisted with any other Department. YES  NO

- (b) If yes give details:-  
 (i) Name of the Department.....  
 (ii) Class and Category.....  
 (iii) Enlistment authority and address.....  
 (iv) Enlistment No and Date.....  
 (v) Date of validity.....  
 (vi) Tendering limit.....

15. Enlistment revalidation fee, enclosed

Receipt. No.	Date	Amount	State Bank of Sikkim Name of Branch	Head of account

16. Is any person working with the applicant from the family of the officer / official of Public Works Department? YES  NO   
 If yes, give details

17. Certificates: -  
 (i) I/ we certify that no criminal case is pending against me/ us in any court of law.  
 (ii) I/ we (including all partners) certify that I/ we have read the Rules of Enlistment of contractors in Public Works Department and shall abide by them.  
 (iii) I/ we certify that I/we am/are not a dismissed Government servant or removed from the approved list of contractors or having business banned / suspended by any Government or convicted by Court of Law.  
 (iv) I/ we certify that I/ we will not get myself/ourselves registered as contractor(s) in the Department under more than one name.  
 (v) I/ we certify that the information given above is to the best of / my/our knowledge. I/we also undertake that if any of information is found wrong, I/ we am/are liable to be debarred and removed from the approved list of contractors.  
 (vi) I/ we certify that none of the partners / share holders / owners / Directors retired as an Engineer of Gazetted rank or as any Gazetted office employee of Engineering or Administrative duties. In the last two years. Further, it is also certified that we have neither under out employment any such person nor shall employ any person within two years of his retirement except with the prior permission of the Government.

(Strike out whichever is not applicable)

Signature(s) of applicant(s):-

Sl. No.	Name	Signature
1.		
2.		
3.		

Date:   
 No. of Documents attached

ANNEXURE-IX

DOCUMENT TO BE ATTACHED FOR REVALIDATION

S. No.	Document	Yes	No
1	Solvency Certificate in original from schedule bank in the proforma given in Enlistment rules. The certificate should be on the bank's letter head and in sealed cover and shall be addressed to the concerned Enlistment Authority.		
2	Attested copy of Enlistment Order.		
3	Attested copies of award letter for work included in the Annexure - II		
4	Attested copy of valid VAR and other taxes certificate.		
5	Annexure - VII with acknowledgement of Divisional Engineer		

ANNEXURE-X

PROFORMA FOR GIVING CERTIFICATE AS A PROFF OF PARTICIPATION ON  
TENDERS SUBMITTED BY THE CONTRACTOR

Sub: Revalidation of contractors as Class- (        ) in SPWD Certified that M/s./ Shri\_\_\_\_\_ have submitted. Tenders for the following works\_\_\_\_\_

Sl. No	Name of Work	Date of Tender	Estimated cost Put to Tender	Position of Tender
1				
2				
3				
4				

Signature of Executive Engineer OR authorized Officer  
With full address and Office seal

FORM NO XI

GOVERNMENT OF SIKKIM  
ROADS AND BRIDGES DEPARTMENT

CERTIFICATE OF REGISTRATION

NO \_\_\_\_\_  
Date \_\_\_\_\_

This is to certify that Shri/ Smt/ Miss/ M/s \_\_\_\_\_ Son/  
Daughter  
/wife of \_\_\_\_\_ permanent resident of  
(address)

Under \_\_\_\_\_ Gram Panchyat / Municipal ward falling under (i)  
Police Station\_ \_ \_\_\_\_\_ (ii) \_\_\_\_\_ Assemble  
Constituency is the registered contractor under the provision of Enlistment Rules 2009.  
His / Her Registration No is \_\_\_\_\_. His / Her photograph and specimen  
signature is appended below.

Affix  
colour passport  
size photograph

SPECIMEN SIGNATURE

- 1.
- 2.
- 3.

ATTESTED

This Certificate is valid for a period of Three Years from the date of Issue.

Issuing Authority

## ANNEXURE

**GENERAL RULES AND CONDITIONS OF CONTRACT**

(Referred to in paragraph 9.6 and 9.7)

**GENERAL RULES**

- i) All works proposed for execution by contract will be notified in a form of invitation to tender in official website, by publication in Sikkim Herald and Other Local and National papers.
- ii) This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings or any other documents required in connection with the work signed for the purpose of identification by the Assistant Engineer /Divisional Engineer shall also be open for inspection to the contractor at the office of the Assistant Engineer /Divisional Engineer or the NIT inviting authority.
- iii) In the event of tender being submitted by a registered Firm or Co-operative Society in the State, it must be signed separately by each Partner / Executive Body of Co-operative Society thereof, or in event of the absence of any Partner/ Other executive members , it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm / Co- operative society is duly registered under the provisions of Law.
- iv) Receipts for the payment made on account of a work when executed by a Firm / Co-operatives Society must also be signed by all the partners, except where the contractors are described in their tenders as Firm, in which case the receipts must be signed in the name of the Firm / Co- operative by one of the partners or by any person authorized on their behalf.
- v) Any person who submits a tender shall fill up the usual printed form, stating the rate he is willing to undertake each item of the work. Tenderers who propose any alteration in the work specified in the said form of invitation of tender or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work. Tenders shall have the name and number of the work to which they refer written outside the envelope containing tender papers.
- vi) In order to make the tender process more competitive and to properly evaluate the rates offered by the contractors, it is necessary that there must be at least three participants / tenderers in each tender. Tenders received in less than three valid tenders shall be summarily rejected and fresh tender shall be invited. However, in case receipt of less than three tenders in the subsequent re-tender, the Principal Chief Engineer cum Secretary/ Head of Department has discretion to accept or reject the tenders.
- vii) The officer inviting tender, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative Statement in a suitable form. In the event of a tender being accepted or not , a receipt for the earnest money submitted along with tender therewith shall be given to the contractor for the purpose of identification, sign the

- relevant register. In the event of a tender being rejected, the earnest money forwarded with the unaccepted tender, shall be returned to the contractor without any interest.
- viii) The accepting authority reserves the right to reject any or all the tenders without assigning any reasons thereto.
  - ix) The receipt of an Accountant or clerk for any money paid by the contractor as Earnest Money will not be accepted. The contractor is required to furnish requisite bank receipt or challan issued by the DDO or the Tendering Authority.
  - x) The memorandum of work tendered for, and the schedule of material to be supplied by the Public Works Department and their issue rates, shall be filled in and completed in the office of the officer inviting tender before the tender forms are issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender. In case of dispute over issue rates, the issue rate of stock material on the date of tender in the department shall be considered as “issue rate of stock materials”.
  - xi) In addition to the Conditions of Contract enumerated in this Manual, the special clauses incorporated in the Notice Inviting Tenders of the Work by the Tender calling authority shall also be construed as the Conditions of Contract for the work.

## STANDARD CONDITIONS OF CONTRACT

### Definitions:

1. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Sikkim and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
  - ❖ *The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.*
  - ❖ *The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.*
  - ❖ *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.*
  - ❖ *The Governor means the Governor of Sikkim.*
  - ❖ *The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Governor of Sikkim.*
  - ❖ *Government or Government of Sikkim shall mean the Governor of Sikkim.*

- ❖ *Accepting Authority shall mean the authority, whom the power is delegated by the Government from time to time.*
  - ❖ *Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government. Damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.*
  - ❖ *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 the percentage mentioned in schedules to cover, all overheads and profits.*
  - ❖ *Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard Schedule of Rates of the Government, with the amendments thereto issued up to the date of receipt of the tender.*
  - ❖ *Department means Public Works Department or any Department of Government of Sikkim which invites tenders on behalf of the Governor as specified in delegation of power notified by the Government from time to time.*
  - ❖ *Tendered value means the value of the entire work as stipulated in the letter of award, Scope and Performance.*
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
  4. Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
  5. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
  6. The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

## 7. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness, the sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

## 8. Discrepancies and Adjustment of Errors.

Several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general Conditions. In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawing order of preference shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular Specification and Special Condition, if any.
- iii) Drawings.

- ❖ If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting Authority shall be the deciding authority with regard to the intention of the document and this decision shall be binding on the contractor.
- ❖ Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- ❖ The tenderers shall give declaration under the officials' secret Act, 1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The unsuccessful tenderers shall return all the drawings given to them, without which, the Temporary Deposit Receipt submitted along with tenders shall not be returned.
- ❖ In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tendere is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- ❖ The contractor whose tender is accepted will be required to furnish by way of security deposit for the fulfillment of his contract an amount equal to 5 % of the tendered value of the work. The security will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tenders, will be treated as a part of the security deposit.
- ❖ On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
- ❖ Value Added Tax , purchase tax, turnover tax or any other taxes and levies on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- ❖ The contractor shall give a list of both gazetted and non-gazetted employees related to him working in the implementing department where.

- ❖ The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may has/have tendered for same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

### **Signing of contract**

The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

## **CLAUSES OF CONTRACT**

### **CLAUSE-1 Recovery of Security Deposit**

The person/persons whose tender (s) may be accepted (hereinafter called the contractor) shall permit the Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate 5% of the gross amount of each running bill.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, his security deposit or from any sums which may be due to or may become due to the contractor by the Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good, any sum or sums which may have been deducted from, his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rate mentioned above and the earnest money deposited at the time of tenders will be treated a part of the security deposit. The Security Deposit of the contractor should be refunded after the prescribed maintenance period as stipulated in the agreement or after the final bill has been prepared and passed for payment, whichever is later. However, in case of carpeting works, the security deposit shall be refunded after five years from the date of completion. The Government of Sikkim shall not pay any interest on security deposits.

### **CLAUSE-2 Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right, or remedy available under the law to the Government, on account of such breach, pay as agreed compensation, the amount calculated at the rate of 1% per week for completed works or stipulated below or such smaller amount as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed week that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government which includes earnest money and security deposit..

### **CLAUSE-3 When Contract can be Determined**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if a receiver or a which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order.
- iii) If the contractor, has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause 24 hereof:  
When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Sikkim powers:
  - a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government. If any portion of the security deposit has not been paid or received it, would be called for and forfeited.
  - b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the

contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

- c) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Provided further that if any of the recoveries to be made, while taking action as per (b) and/or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

**CLAUSE-4 Contractor liable to pay Compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised. The non-exercise thereof shall not constitute a waiver of any of conditions hereof and such powers shall notwithstanding be exercisable in event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final

determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the contractor, or procured by the contractor/ and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates. Or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, otherwise the Engineer-in-Charge may by notice in writing to the contractor or his representative of the works, foreman or other authorized agent to remove such tools, plant, materials. Or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and amount of the proceeds and expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE 5 Time and Extension for Delay**

The time allowed for execution of the works as specified in the letter of award or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in the letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

- 5.1 To ensure good progress during the execution of the work, the contractor shall in all cases complete 1/8<sup>th</sup> of the whole of work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed 3/8<sup>th</sup> of the work before one half of such time has elapsed and 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of such time has elapsed.
- 5.2 If the work (s) be delayed by:-
- a) Force majeure, or
  - b) Abnormally bad weather, or
  - c) Serious loss or damage by fire, or
  - d) Civil commotion, local commotion of workmen, strike.
  - e) Delay on the part of other contractors or tradesmen engaged by the Engineer-in-Charge in executing work not forming part of the contract, or
  - f) Non-availability of stores, which are the responsibility of Government to supply or
  - g) Non-availability or break down of Tools and Plant to be supplied or supplied by Government. or
  - h) Any other cause which, in the absolute discretion of the authority executing the contract is beyond the Contractor's control.

Then 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, use constantly his best endeavors to prevent or make good the delay

- and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- 5.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing fourteen days of the happening of event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the authority executing the contract may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

#### **CLAUSE 6 Measurement of work done**

The Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

- ❖ All measurements of the items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
- ❖ All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-Charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- ❖ If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the contractor.
- ❖ The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- ❖ The contractor shall give not less than seven day's notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the

Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

- ❖ The Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- ❖ It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE 7 Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rupees Fifty Thousand or less, till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less, than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.

All such interim payments shall be regarded as payment by way to 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 certificate and shall not by itself be conclusive evidence that any work or materials to which or relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect contract conclude, determine or affect in any way powers of the Engineer-in-Charge or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of the contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

#### **CLAUSE 8 Completion Certificate and Completion Plans**

Within ten days of the completion of a work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the 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 final certificate of completion, otherwise (a) provisional certificate of physical completion indicating defects to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be exacted all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor (s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirement of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE 8 A Contractors to Keep Site Clean**

The contractor undertakes to have the site cleaned and free from debris and all rubbish to the satisfaction of the Engineer-in-Charge.

#### **CLAUSE 9 Payment of Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

- ◆ If the Tendered value of work is up to Rs. 15 lakhs: 3 months
- ◆ if the Tendered value of work above Rs. 15 lakhs: 6 months.

**CLAUSE 9 A Payment of contractor's Bill to Banks for overdrafts.**

Payments due to the contractor may, if so desired by him, be made to his bank, instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge and the Drawing and Disbursing Officer (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such bank; shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bank. Nothing herein contained shall operate to create in favour of the bank; any rights or equities vis-à-vis the Governor of Sikkim

**CLAUSE 10 Materials supplied by Government**

Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The Contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to him, Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) materials wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contract) be within his rights to follow the procedure of recovery in clause 42 any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the materials issued, loading, transporting to site, unloading under cover as required, cutting assembling and joining several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract all stores/ materials so supplied to the contractor or procured with the assistance of the Government shall

remain the absolute property of government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/ or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period for the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the store from which it was issued or at a place directed by him a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused materials except for the extra lead, if any involved, beyond the original place of issue.

**CLAUSE 10 A Materials to be provided by the contractor**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge sample of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be

in conformity with the specification laid down or referred in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specification laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of, and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specification. The Engineer-in-Charge or his authorized representative shall, at all times, have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the work and the contract shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contract, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

#### **CLAUSE 11 Mobilization Advances**

In respect of certain specialized and capital intensive works costing not less than Rs. 10 crores (ten crores), advance limited to a maximum of 15% of the estimated cost put to tender or tendered value or Rs. 2 crores (two crores) whichever is the least at a 10 % (ten percent) simple interest may be sanctioned to the contractor on specific request as per terms of the agreement in two parts, viz. for Mobilization of Materials and Plant and Machineries.

i) **Advance for Materials**

Mobilization advance not exceeding 15% of the estimated cost put to tender or 15% of tender value whichever is less may be given, if requested by the contractor

in writing within one month of the order to commence the work. In such advance, the contractor shall submit a Bank Guarantee Bond from State Bank of Sikkim or other Schedule Bank situated in Sikkim for the full amount of such advance being released. Such advance shall be paid in two installments to be determined by the Head of Department at his absolute discretion. The first installment of such advance shall be released by the tender inviting authorities. The second and subsequent installments shall be released by the tender inviting authorities with the approval of Head of Department only after the contractor furnishes a proof of the satisfactory utilization of the earliest installment to the entire satisfaction of the Engineer-in-Charge.

Principal Chief Engineer Cum secretary or the Head of the Department should use their discretion carefully in deciding whether any particular works shall be considered as a specialized or capital intensive.

**ii) Plant and Machinery Advance:**

An advance for plant and machinery required for the work and brought to site by the contractor may be given if requested by the contractor in writing one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the estimated cost put to tender or 5% of tender value whichever less is. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 75% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by the Principal Chief Engineer cum Secretary. No such advance shall be for any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 1, 00,000/-. 75% of such amount of advance shall be paid after the plant and equipment is brought to site and balance twenty five percent on successfully commissioning the same. The advance shall further be subject to the condition that such plant and equipment are in and are maintained in working order and hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for the replacement at site. Any amounts not recovered from the insurance shall be borne by the contractor.

The mobilization advance and plant and machinery advance as above bear simple interest at the rate of ten per cent per annum and shall be calculated from the date

of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time sixty per cent of the gross value of the contract is executed and paid, together with interest @10% on the entire outstanding amount up to the date of recovery of the instalment, under the contractor offers to repay it earlier. The said bank guarantee for advance shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time by the contractor to cover the balance amount and likely period of complete recovery together with interest.

The interest on the advance shall be calculated from the date of payment to the date of recovery by drawing and disbursing officer before bill is sent to Pay and Accounts Office and both days inclusive.

The recovery should be made after 10% of work is completed and the entire amount together with interest shall be recovered by the time 60% of the work is completed, unless the contractor offers to repay the advance earlier. The Amount of the interest should be credited to the head: "0049-Interest Receipts".

**CLAUSE 12 Dismantled Material Govt. Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials, shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

**CLAUSE 13 Work to be executed in accordance with Specifications, Drawings, and Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specification of the Sikkim Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provision of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plants and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**CLAUSE 14: Deviations/ Variations Extent and Pricing**

The Engineer-in-Charge shall have power to:

- (i) make alteration in, omissions from, additions to, or substitution for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered additional or substituted work which the contractor may be provided to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as thereafter provided.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

- ❖ In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ❖ 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:

- i) If the rate for altered, additional or substituted item of work is specified in the substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
- ii) If the rate for any altered, additional, or substituted items of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation in involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- iv) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub para (i) to (ii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in

sub-para (iii) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the Government, issue rates of materials, with storage charges recovered, enhanced by two and a half per cent for profits and overheads shall be determined on the basis of market rate (s) prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.

- v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter giving due consideration to the rate claimed by the contractor, determine the rate on the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s).

**CLAUSE 15 Foreclosure of contract due to abandonment or Reduction in Scope of work**

If at any time after acceptance of the tender the Government shall decide to abandon or reduce or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**CLAUSE 16 Cancellation of Contract in Full or Part**

- 16.1 If Contractor:
- (i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
  - ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
  - iii) Fails to complete the works and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
  - iv) Shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne or do any act in relation to the obtaining or execution of this or any other contract for Government; or
  - v) Shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid him or to his knowledge, unless the particulars of any such commission and the terms of payment

- thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge ; or
- vi) Shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purposes so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

Being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which instituted the court or debenture holders to appoint a receiver or manager; or

Shall suffer an execution being levied on his goods and allow it to be continued for period of 21 days; or

Assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any parting thereof without the prior written approval of the Accepting Authority; or The Accepting authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

The Engineer-in-Charge shall on such cancellation by the Accepting Authority have powers to (i) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (ii) carry out the incomplete work by any means at the risk and cost of the contractor.

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 works or part of the works or in case the works or part of the works is not be completed, the loss or damage suffered by Government. In determining the 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 plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law be recovered from any moneys due to the contractor on any account, and if such

moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provision of the contract.

Any sums in excess of the amounts due to Government and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Government of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

#### **CLAUSE 17 Suspension of work**

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor), suspend the progress of the works or any thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof the following reasons.
- a) On account of any default on the part of the contractor or;
  - b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in the behalf by the Engineer-in-Charge.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: The contractor shall be entitled to an extension of time equal to the period. Every such suspension plus 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspensions work forms a part, and;

If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details, to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except then suspension is ordered for reason (s) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, or part thereof in regard to which progress has been suspended and if such permission, is not granted within that time, the contractor, if he intends to treat the suspension, where it affects whole only a part of the works as a omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of this intention to Engineer-in-Charge . in the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 20% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months. Provided, further, that the contractor shall not be entitled to claim any compensation from the Government for the loss suffered by him on account of delay by the Government in the supply of materials, where such delay is covered by difficulties relating to the supply of wagons, force majeure, including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Government.

**CLAUSE 18 Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract shall, at all times be open and accessible for inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for same force as purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for

forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles of specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge as demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case, the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or the may reject the work outright without any payment and/or other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

**CLAUSE 19 Contractor Liable for Damages, defects during maintenance period**

If the contractor or his working or servants shall break, deface, injure or destroy any part of building in which they be working, or any building, road, road kerb, fence enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the damages good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contract, or from his security deposit. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rupees ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work. Or till the final bill has been prepared and passed, whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed, whichever is later.

**CLAUSE 20 Contractor to supply Tools and Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied by the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or

complying with the requirements of the Engineer-in-Charge as to any matter as to which under the conditions he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out work, and counting, weighting and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deduction, from any money due to the contractor, under this contract or otherwise and/or from his security deposit.

**CLAUSE 21 Recovery of Compensation paid to workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government might become liable in consequence of contesting such claim.

**CLAUSE 22 Ensuring Sikkim Labour Protection Act 2005 :**

In every case in which by virtue of the provisions of the Sikkim Labour protection Act, and Government shall be at liberty or to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.

- (i) The Contractor must employ local people or people whose nationality is not in about for execution of works in Sikkim. Hiring of labourers from outside the State should be resorted to only when it is inevitable.
- (ii) The labours employed by the contractor must be of Indian Origin only.
- (iii) The contractor here obtain a certificate of Registration under the Sikkim Labour Protection Act, 2005 (20 to 2005) and the Rules made there under and contractor other protections of the Act and the Rules as may to time regarding materials of wages and others
- (iv) No labour below the age of fourteen years shall be employed on the work and the contractor shall pay not less than the fair wages to labourer engaged by him on the work
- (v) The contractor shall comply with the provisions of the payment of Wages act, 1936, Minimum Wages Act, 1948, Employees Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made hereunder from time to time by the State Government.

**CLAUSE 23 Responsibility of Contractor**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any unauthorized persons during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building thought completed is occupied illegally, the Engineer-

in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay, in acceptance on the account will be treated as the delay in completion and for such delay a levy up to 5% tendered value of work may be imposed by the Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Chief Engineer, through a notice, may require the contractor remove the illegal occupation any on or before construction and delivery.

**CLAUSE 24 Work not to be sublet. Action in case of Insolvency:**

The contractor shall not be assigned or sublet any work, in part or in whole without written approval of the Engineer- in Charge, should the contractor become insolvent or commence any insolvency proceedings against him or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, record or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person shall become in any way directly or indirectly interested in contract, the Engineer –in-Charge, on behalf of the Governor of Sikkim, shall have power to adopt any of courses specified in Clause 3 hereof as he may deem best suited in interest of Government and in the event of any of these courses being adopted consequences specified in the said clause 3 shall ensue.

**CLAUSE 25 Reasonable compensation**

All sums payable by way compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE 26 Changes in Firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm.

**CLAUSE 27 Work to be executed as per direction of Engineer-in –Charge**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**CLAUSE 28 Settlements of Disputes and Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions. Orders or these conditions or otherwise arising during the progress of the work or after the cancellation, termination completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly, within 15 days, request the Superintending Engineer to give in writing instructions or decision within a period of one month from the receipt of the contractor's letter.
- ii) If the Superintending Engineer fails to give his instructions or decision in writing within the foreside period or if the contractor is dissatisfied with the instruction or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- iii) Except where the decision has become final, binding and conclusive in terms of Sub-para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, in charge of the work or if there be no Chief Engineer, the Administrative Head shall function in this behalf. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the part invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by the Chief Engineer or the administrative Head of the aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him in all cases where the total amount of the claims by any part exceeds Rs. 1, 00, 000/- the arbitration shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**CLAUSE 29 Contractor not to cause public inconvenience**

The contractor shall not deposit materials on any manner which will seriously cause in-convenience to the public. The Engineer-in-Charge may direct the contractor to remove any materials which are considered by him to be a danger or cause inconvenience to the public, to be removed at the contractor's cost.

**CLAUSE 30 Lump sum Provision in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE 31 Action where Specifications are not specified**

In the case of any work for which there is no such specification as referred to in clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per standard specifications. In case there are no such specifications, the works should be carried out as per the requirements and direction of the Engineer-in-Charge.

**CLAUSE 32 With-holding and lien in respect of sums due from contractor**

- i) Whenever any claim or claims for payment of a sum of money arises, out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum

or sums, in whole or in part, from the security, of any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished, as the case may be, and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts, or if, no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to as such by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be, and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose, of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Government shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract, or any work claimed to have been done by him under the contract, and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Government to the contractor, without any interest thereon whatsoever, provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Divisional Engineer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

### **CLAUSE 33 Lien in respect of claims in other Contracts**

Any money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through the Engineer-in-Charge against any claim of the Engineer-in -

Charge or the Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever, on this account or on any other ground in respect of any sum of money withheld or retained, under this clause and duly notified as such to the contractor.

#### **CLAUSE 34 Return of Surplus Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of the Government either by issue from the Government stocks or purchase made under orders or permits or license issued by the Government the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him, after the completion of the contract or at its termination, for any reason, whatsoever, on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to the Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **CLAUSE 35 Hire of Plant and Machinery**

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T and P) required for execution of the work except for the plant and Machinery available with the Government such tools and plant will be lent to the contractor at prescribed rates.
- iii) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Only power fuel of approved type etc., for running the plant and machinery be provided by the contractor who shall also be responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or site of work.

**CLAUSE 36 Condition relating to use of asphalt materials**

- i) The contractor has to undertake the arrangement for the supervision of the work by the firm supplying the tar or bitumen used during the execution of work.
- ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the materials returned to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- iv) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**CLAUSE 37 Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff and Employees.

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualification and experience shall not be lower than specified in the Enlistment Rules. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time, be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause from the date of decision of the tender. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to provide principal technical representative, but he shall have to designate and appoint a responsible agent to represent him and to be present at the work in his absence. All the provisions applicable to the principal technical representative under the clause shall also be applicable in such a case to contractor or his responsible agent. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site at least on two working days every week during the important stages of execution of work, at the

time of recording of measurements of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instruction and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as per the conditions of contract and the decision of the Engineer-in-Charge as recorded in the site order book and measurements recorded in Measurement Book shall be final and binding on the contractor. Further, if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full power to suspend the execution of the work until such date when a suitable agent is appointed and the contractor shall be held responsible for the delays so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every running account bill/final bill and shall produce evidence, if required, at any time, by the Engineer-in-Charge.

- ii) The contractor shall provide and employ on the site only such technical assistants who are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labourer as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### **CLAUSE 38 Levy/Taxes payable by contractor**

- i) Value Added Tax, Income Tax as per the provision of Law or any other taxes on materials, royalties and other cess imposed by the Government in respect of this contract shall payable by the contractor based on the rate applicable at the time of payment and not as per the relevant Schedule of Rates or Analysis of Rates and the Government shall not entertain any extra claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, aggregates, sand etc. from local authorities.

- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not at any time, become payable by the contractor to the State Government/local authorities in respect of materials used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it has the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE 39 Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. If any tax or levy is imposed by Government after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes /levies, the contractor shall be reimbursed the amount so paid, provided such payments, are adjusted from the contracted amount of the Contractor entailing no additional financial burden to the State Government. This procedure is prescribed in order to avoid attributable delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge from time to time.

**CLAUSE 40 Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority executing contract on behalf of the Government of Sikkim shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 41 Relation working in Public Works Department or any other Departments, then the contractor is not allowed to participate in the tender:**

The contractor shall not be permitted to tender for works in the circle (responsible for award and execution of contracts) in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer, Assistant Engineer and Junior Engineer (all inclusive). He shall also intimate the name of persons working with him in any capacity or are subsequently employed by him and who are near relatives to any of the above officials. Any breach of this condition by the contractor, shall render him liable to be removed from the approved list of contractors of the Government.

NOTE: By the term “near relatives” it means wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 42 No Gazetted Engineer to work as Contractor within two years of retirement:**

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in Engineering Department of the Government shall work

as a contractor or employee of a contractor for a period of two years, after his retirement from Government Service without the previous permission of Government in writing. This contract is liable to be cancelled, if either, the contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of the Government as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 43 Return of Material and Recovery for Excess Materials**

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance-(see clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-
  - a) Quantity of cement and bitumen shall be calculated on the basis of quantity of cement and bitumen required for different items of work as shown in the Schedule of Rates (SoR) and Analysis of Rate (AoR) approved by the Government. As all the permissible shortages are already accounted in the AoR and SoR, no wastages are permissible. If any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Heads of Department.
  - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc with reference to AOR and SOR.
  - c) As all the permissible shortages are already accounted in the AOR and SOR, no wastages are permissible. Theoretical quantity of G.I. and C.I. or other pipes, conduits, wires and cables, pig lead and G.I / M.S. sheets shall be taken as quantity actually required and measured.
  - d) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed, a variation shall be allowed as specified. The difference in the theoretical consumption including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge to this effect shall be recovered at the rates double the issue rate of stock materials by the Engineer- in-charge within fifteen days of the issue of written notice by the Engineer-in Charge to this effect without prejudice to the provision of the relevant conditions regarding in return of materials governing the contract. Decision of Engineer-in Charge in regard to theoretical quantities of materials which should have been actually used as per the standard schedule of rates and recovery at rates specified above shall be final and binding on the contractor.  
For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.

- iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.
- iv) However, the above procedure shall not be applicable for use of Explosives. The procedure prescribed by the Government from time to time for handling and safe custody of explosive material shall be enforced and the contractor is liable and binding for implementation on his part.

**CLAUSE 44 Compensation for Losses.**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and certificate from him to that effect obtained. In the event of work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall, when ordered (in writing) by the Engineer-in-Charge to, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by a Committee of Officers appointed by Head of Department and the assessment of the Committee duly accepted by the Government shall be final and binding on the contractor. The contractor shall be paid for the damages/destruction suffered and for restoring the materials at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge, regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or failure of structure including the scaffolding / shuttering other than the natural causes unless the contractor had taken all such precautions against it as are deemed necessary and directed by the Engineer-in-Charge. For any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work, the Government shall not be responsible.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

**CLAUSE 45 Releases of Running and Final Bills**

When the contractor submits the bill for the work done which is in progress or after completion of the work, the contractor shall apply for the Labour Clearance Certificate to the Labour Department under intimation to the Engineer-in-Charge.

The Engineer-in-Charge, on receipt of the labour clearance, shall forward the bills to the paying authorities duly enclosing the certificate. However, if the contractor fails to obtain the clearance certificate from the Labour Department within three months, the Divisional Engineer shall inform the Labour Department about the work and shall not release the payment till the clearance is received. If no communication is received within six months, it will be deemed to have received the clearance certificate and the bills will be released if otherwise due.

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Divisional Engineer.

The contractor is required to submit the cash memo / bill from the authorized firm for all the materials privately arranged for the work.

The contractor is also required to produce the clearances' from Store Division and Mechanical Division before release of payment wherever applicable.

The contractor is required to submit all the permits / royalty documents in original as a proof of materials actually been transported from designated quarry as per the distance indicated in the schedule of quantity and payment made by him.

#### **CLAUSE 46 USES OF EXPLOSIVES**

The contractor shall be responsible for safe custody of explosive materials issued from the departmental store as per standing norms issued from time to time as per the provisions in the Indian Explosive Act 1883 and as amended from time to time. The contractor is bound to follow the various guideline issued by the department or the other competent authorities from time to time. The contractor is required to maintain various records as per the provision of Indian Explosives Act and Rules.

GOVERNMENT OF SIKKIM  
 \_\_\_\_\_ DEPARTMENT  
 NOTICE INVITING TENDER  
 (Referred to in paragraph 9.7)

N. I. T. No:

DATED:

For and on behalf of the Governor of Sikkim, \_\_\_\_\_ Engineer, \_\_\_\_\_  
 Department, invites sealed tenders from the eligible contractors of appropriate class, of  
 the State for the work (s) listed under: -

Sl. No	Name of work	Value put to tender (Rs)	Completion Time, (in months)	Amount of Bank receipt for cost of tender documents (Rs)	Amount of Earnest Money @ 2.50% For issue of tender form (Rs)
1	2	3	4	5	6

TIME SCHEDULE

- i) Date for submission of application with Bank Receipt \_\_\_ upto 1500 hrs. for issue of Tender Documents (excluding the Tender Form)
- ii) Date of issue of Tender Form: \_\_\_ upto 1500 hrs.
- iii) Date and Time for submission of Tender \_\_\_ upto 1200 hrs
- iv) Date and Time of opening of Tender \_\_\_\_\_ upto 1300 hrs.

CONDITIONS OF CONTRACT

1. Tender is open only to the eligible Contractors/Firms of appropriate Class/Area.
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 INTENDINGTENDER. The application shall be submitted initially for each work listed above with all required documents.
3. 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.
4. The prescribed Non-Transferable Tender Documents (excluding the Tender Form) can be obtained during the period specified in (As above from the office of the Chief Engineer/Superintending Engineer \_\_\_\_\_ Department, on production of requisite Bank receipt of the State of Sikkim towards the cost of Tender Document (non-refundable) under the receipt Head "cost of Tender Form" to the Chief Accounts Officer/Accounts Officer concerned.
5. 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 to Fixed deposits receipts in favor of the Chief Accounts Officer/Account Officer of the 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.
6. 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 \_\_\_\_\_  
\_\_\_\_\_, Engineer, \_\_\_\_\_, Department,  
\_\_\_\_\_, 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 tenderness on the date and time indicated above.
  9. The Tendered 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. Incomplete/Conditional tenders shall be rejected forthwith.
  10. 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 SOR, the rates shall be as per the technically checked estimate/analysis. Decision of the Principal Chief Engineer cum Secretary/ Head of the Department will be final in this regard.
  11. 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.
  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 for quality control purpose. The Department reserves the rights to withhold payments to the contractor unless test certificates are not produced by the contractor when called upon to do so.
  13. The contractor shall engage a Graduate/Diploma 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 own 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, contractor shall be required to execute the payment 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 commence 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 work 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 norms laid down for the 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 and Commercial Tax Division of Finance Revenue and Expenditure Department and obtain the TIN Number before the settlement of bill, or they must be a registered Companies/Firms registered under the Companies act, 1956, having valid Pan card and Tan. The Contractors are also required to submit PAN No as per provision of Indian Income Tax Act, wherever applicable.
21. 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 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 Conditions of Contract subject to availability of resources.
24. 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.
25. In case the man powers employed by the contractor are 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.
26. The Department also reserves the right to increase, decrease, alter or modify the item of works as indicated in the NIT without assigning any reason thereof.
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 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.

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 involved, binding materials shall strictly be 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.
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 and duties as applicable and notified by the State/Central Government and no claim shall be entertained in this regard whatsoever.
34. The cost of stock materials and bridge parts supplied from the departmental store will be deducted from the contractors' bills as per rules.

..... Engineer  
.....Department



GOVERNMENT OF SIKKIM  
DEPARTMENT

(Reference to the Paragraph 12.1 of Sikkim Public Works Manual)

**TENDER FORM**

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

To whom sold: Shri / Smt/ Ms: \_\_\_\_\_

Estimate cost put to tender: Rs. \_\_\_\_\_

Tender form cost: Rs. \_\_\_\_\_

Earnest Money (TDR) Rs. \_\_\_\_\_

BR. Number and Date: \_\_\_\_\_

TDR No. and Date: \_\_\_\_\_

Date of sale of tender form: \_\_\_\_\_

Signature of the issuing authority  
with seal

---

**FOR USE BY THE CONTRACTOR**

I have read, the General Directions and Conditions of Contract, Schedule of Rates and Quantities and my offer for the above mentioned work is \_\_\_\_\_% (Above / Below) (figure) \_\_\_\_\_ (in words) the schedule of rates and quantities enclosed with the Tender Documents.

Signature of tenderer  
Grade: \_\_\_\_\_  
Regd. No.: \_\_\_\_\_

(Reference to the Paragraph 12.1 of Sikkim Public Works Manual)  
**CONTRACT AGREEMENT**

Agreement No: \_\_\_\_\_ Date: \_\_\_\_\_

I/We hereby tender for execution of work specified in the underwritten memorandum within the specified rates therein, and in accordance in all respect with the specification, designs and instructions in writing referred in the Conditions of Contract and with such materials as provided for, by and in all other respect in accordance with such conditions so far as applicable.

- a) Name of Work: \_\_\_\_\_
- b) Amount put to Tender: Rs. \_\_\_\_\_
- c) Earnest Money (TDR) @ \_\_\_\_% Rs. \_\_\_\_\_
- d) Security Deposit  
 (to be deducted from the bill) @ \_\_\_\_% Rs. \_\_\_\_\_
- e) Percentage if any to be added /  
 deducted from the bill: \_\_\_\_% (add / deduct) Rs. \_\_\_\_\_
- f) Total Rs. \_\_\_\_\_  
 (in words \_\_\_\_\_)
- g) Time allowed for the completion of work from the  
 date of written order to commence : \_\_\_\_\_ months.  
 (If several works are included, they should be detailed in separate sheet)
- h) Schedule of rates and quantity – ( to be enclosed).
- i) Issue rates of stock materials - ( to be enclosed).

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract which has been read by me/ read and explained to me so far as applicable or in default thereof to forfeit and pay to the Governor of Sikkim, the sum of money mentioned in the said conditions.

The sum of Rs. \_\_\_\_\_ is herewith forwarded in the form of Temporary Deposit Receipt currency notes as earnest money (a) the full value of which is to be absolutely forfeit to the Governor of Sikkim without prejudice to any other rights or remedies. Should I/We fail to comply with the provision of Conditions of Contract and the work specified in the above memorandum.

In the event of the award of the work, I/we accept to enter into the agreement as under:

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of the Department) on and behalf of the Governor of Sikkim (hereafter called “the Employer”) and \_\_\_\_\_ (name and address of the contractor) hereafter called “the Contractor” of the other part.

Whereas, the Employer is desirous that the contractor execute the work: \_\_\_\_\_ (name of work) at a cost of Rs. \_\_\_\_\_ as detailed in memorandum.

The contractor, on the other part, has agreed to abide by the conditions of contract, and complete the works and remedy any defects therein in conformity in all aspects with the provision of the contract.

The following documents shall be deemed to form and be ready and construed as part of this agreement viz.

- i. Work Order and letter of Transmittal.
- ii. Conditions of Contract and provisions incorporated in the Sikkim Public Works Code and manual 2009.
- iii. Additional conditions, if any.
- iv. Schedule of quantities and issue rates of materials.
- v. Drawings and Design.
- vi. All conditions stipulated in the Notice Inviting Tenders.
- vii. Any other document forming part of the contract.

In witness whereof the parties there to have caused this agreement to be executed the day and year first before written.

Signature of the Contractor

Signature of the employer

Witness:

Signature

1. Name: \_\_\_\_\_  
Redg. No: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature

2. Name: \_\_\_\_\_  
Redg. No: \_\_\_\_\_  
Address: \_\_\_\_\_

**ANNEXURE**  
**Prequalification Information**  
 (Referred to in Paragraph 11.7)

Letter of Transmittal  
 NO  
 To

Date

The Chief Engineer

\_\_\_\_\_

\_\_\_\_\_

Subject: Submission of prequalification application for the work .....

Sir,

Having examined the details given in pre-qualification Press Notice for the above work I/We hereby submit the prequalification document and other relevant information.

1. I/We hereby certify that all statements made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the request solvency certificate and authorize the Divisional Engineer \_\_\_\_\_ to approach the (Name of Bank and Branch) Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize the Divisional Engineer to approach individuals and firms to verify our competence and general regulation.
4. I/We submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed the under mentioned works.

Name of Work

Certificate Form

Signature (s) of Applicant (s)

Enclosures

Seal of Applicant

Date of Submission

**FORM 'A'**

**Financial Information**

Years

**I. Financial Analysis**

--	--	--	--

- (i) Gross annual turnover  
 On construction works

a. Profit/Loss

**II. Financial arrangements for  
 Carrying out the proposed work**

**III. The following certificates are enclosed:**

- (a) Current income tax clearance certificate.
- (b) Solvency certificate from Bankers of Applicant

Signature (s) of Applicant (s)

## FORM 'B'

Details of all works of similar class completed during the last five years ending last day of the month \_\_\_\_ - \_\_\_\_ - \_\_\_\_.

Signature (s) Applicant (s)

## FORM 'C'

Project under execution or awarded:-

Sl. No.	Name of Work and Location	Organization	Cost of Project	Date of Commencement	Stipulated date of completion
1	2	3	4	5	6

Upto date progress	Reason of Slow progress	Details of officers as reference with telephone No. and Add.	Remarks
7	8	9	10

## FORM 'D'

Performance Report of works referred to in Form 'B' and 'C'.

1. Name of the work and location:
2. Agreement No:
3. Estimated cost:
4. Tendered cost:
5. Date of start
6. Date of completion
  - (i) Stipulated
  - (ii) Actual
7. Amount of compensation levied for delayed completion, if any:
8. Performance Report:
 

a) Quantity of work	Very good/good/fair/poor
b) Financial soundness	Very good/good/fair/poor
c) Technical proficiency	Very good/good/fair/poor
d) Resourcefulness	Very good/good/fair/poor
e) General behavior	Very good/good/fair/poor

Divisional Engineer or Equivalent

FORM 'E'

Performance Report of works referred to in Form 'B' and 'C'.

- 1) Name and address of the applicant:
- 2) Telephone/Fax number:
- 3) Legal status of the applicant:
  - i) An individual
  - j) A proprietary firm
  - k) A firm in partnership
  - l) A limited company or corporation
- 4) Particulars of registration:
- 5) Name and designation of individual authorized to act for the organization:
- 6) Was the applicant ever required to suspend construction for more than six months after its commencement? If so, give the name of the work and reasons for its suspension:
- 7) Has the applicant ever abandoned the awarded work before the completion? If so, give the name of work and reason for its abandonment:
- 8) Has the applicant ever been debarred / blacklisted for rendering in any organization at any time? If so, give details:
- 9) Has the applicant ever been convicted by a Court of Law? If so, give details:
- 10) In which field of Civil Engineering construction the applicant has specialization and interest?
- 11) Any other information considered necessary but not included above:

Signature of Applicant (s)

## FORM 'F'

Details of construction plant and equipment likely to be used in carrying out the work

Sl. No.	Name of Equipment	Number	Condition
<u>Earth moving equipment</u>			
<u>Equipment for hosting and lifting:</u>			
1.	Tower crane		
2.	Builder's hoist		
<u>Equipment for concrete work:</u>			
1.	Concrete batching plant.		
2.	Concrete pump.		
3.	Concrete transit mixer		
4.	Concrete mixer		
5.	Needle vibrator		
6.	Table vibrator		
<u>Equipment for building work:</u>			
1.	Block making machine		
2.	Bar bending Machine		
3.	Bar cutting machine		
4.	Wood thickness planer		
5.	Drilling Machine		
6.	Circular saw machine		
7.	Welding generators		
8.	Welding transformers		
9.	Cube testing machine		
10.	M.S. pipes		
11.	Steel shuttering		
12.	Steel scaffolding		
13.	Grinding/polishing machines		
<u>Equipment for road work:</u>			
1.	Road rollers		
2.	Bitumen paver finishers		
3.	Hot mix plant		
4.	Spreaders		
5.	Earth rammers		
6.	Vibrator road rollers		
<u>Equipment for transportation work:</u>			
1.	Tippers		
2.	Trucks		
<u>Pneumatic Equipment:</u>			
1.	Air compressors		
<u>Dewatering equipment</u>			
2.	Pump		
<u>Power equipment</u>			
1.	Diesel generators. and Any other plant/equipment:		

Signature of Applicant

## ANNEXURE

Form for application of Self procurement of Stock Materials  
(Referred to in Paragraph 20.6)

To,

The Assistant Engineer,  
Department,  
Government of Sikkim, Gangtok.

Subject: Application for Issue of Self Procurement Order.

Sir,

I may kindly be allowed to purchase through approved dealers the stock materials for the work and quantities etc. as detailed below.

1. Name of Work.....
  2. Name of Contractor .....
  3. Details of Stock requested for Self Procurement.....
    - (a) Cement.....
    - (b) Steel.....
    - (c) G. I. Wire.....
  4. I shall not make extra claim for difference of cost or otherwise on this account.
  5. The Department may recover 5% storage charge as incorporated in the Analysis of relevant Schedule of Rates.
  6. I also agree to accept the carriage of stock material obtained through this self purchase order from the place of purchase to work site based on approved SOR applicable to my work. In no case I shall claim additional carriage, than what has been agreed to on my original agreement.
  7. I shall procure the approved quality of stock materials from authorized dealers in Sikkim having valid TIN number and produce the Cash Memo/Invoice duly certified by the concerned JE and AE.
  8. The work Agreement with the undersigned shall stand modified to the above extent.
- Submitted for kind recommendation, approval and issue of orders, please

(Signature of Contractor)

Full Name.....

Dated .....

Reg. No .....

DETAILS OF STOCK AND RECOMMENDED QUANTITY

Sl. No.	Particulars	Cement in bags	Steel in Kg	G. I. Wire in Kg
A	Total quantity required			
B	Quantity supplied from store			
C	Quantity already self procured			
D	Current recommended quantity			

\* Please indicate in words also. For steel, the diameter wise quantity to be indicated.

Junior Engineer  
(Seal)

Assistant Engineer  
(Seal)

Divisional Engineer  
(Seal)

Superintending Engineer  
(Seal)

### CERTIFICATE OF STORE

1. Certified that the recommended quantity of stock materials as per Sl. No. E above is not available in the \_\_\_\_\_ Store as on .....(date) and the stock materials for which self procurement is being recommended has not been purchase in by the Store from the project.

Assistant Engineer/Divisional Engineer (Store)

### APPROVAL OF COMPTETENT AUTHORITY

1. Due to the non-availability of the stock materials in the store and as recommended above the following quantity of stock materials is approved for Self Procurement as applied by the contractor. The exigencies requiring this self procurement has been explained in detail in the works file no..... nsp.....

Sl.No	Particulars	Cement bags	Steel in kg	G.I Wire in kg.
A	Current recommended quantity			
B	Approved quantity			

#### Terms and Conditions

- (i) The contractor shall procure 33 grade (conforming to 43 grade (conforming to ISI 8112) ordinary Portland Cement as required in the work from reputed and authorized dealers of cement, manufactured by ACC, Ultra Tech, JP Rewa, Vikram shri Cement, Birla Jute and Cement Corporation of India etc. holding license to use ISI certificate mark for their product whose name shall be got approved from Engineer - in- Charge.
- (ii) Supply of cement shall be taken in 50 kg bags bearing manufactures name and ISI marking. Authorized Specifications for Steel:
- (iii) The contractors shall procure steel reinforcement bars conforming to IS ..... and of sizes and quantities specified by the Engineer- in- Charge. Authorized specifications for G.I. wire:-
- (iv) The G.I. Wire (gauge 08 BWG) should be manufactured by reputed companies and to conforming ISI .....specifications.
- (v) The contractor is required to produce document of Tax Invoice of such purchase and should be verified by the Engineer – in- charge.
- (vi) The contractor shall not be entitled to any difference in cost of material for such purchases. No recovery shall be made from the contractor bill for such stock materials.
- (vii) The Department shall recover the 5% store charges incorporated in SOR while calculating the rates.

Divisional Engineer / Superintending Engineer

Signature of Approving Authority  
(seal)

Issue No.....

Date.....

Copy to:

- a. The contractor Shri/Smt.....
- b. The Chief Engineer, Roads for kind information and favour of record in Head Office File.
3. Chief Accounts Officer / Accounts Officer
4. Superintending Engineer.....
5. The Divisional Engineer.....
6. The Assistant Engineer.....
7. Office copy.

Signature of Issuing Authority.

ANNEXURE  
(Referred to in paragraph 21.1)

AGREEMENT FORM  
ISSUE OF ROAD MACHINERY/TOOLS AND PLANT ON HIRE

1. An agreement made the .....day of .....20.....between His Excellency, the Governor of Sikkim on one part and ..... On the other part. Whereas the hirer applied to the Government of Sikkim vide his application dated..... Endorsed by the ..... Requesting for the hire of..... Described in the schedule here to for use on the work ....., it is hereby agreed as follows:
2. That the machine's hire charge will be Rs.....per hour (exclusive of POL) for usual working period of 8 hours excluding one hour lunch time.
3. That in all the work sites rented or huttet accommodation shall have to be provided for the operating staff by user Division/Contractor/Hirer.
4. That in case the machine is used for overtime work, in some urgent cases this will be allowed but the hire charges will be levied at 150% of normal rate per hour for the overtime working period subject to minimum of one hour.
5. That all fuels of approved grades as used in the machine should be made available by the users at their cost for use in transport and at work. If it is found that low quality of fuel and oil is being used the users shall be responsible for the damage to the machine and shall bear the consequent damage arising out of it.
6. That except for Emergency deployment of Road Machinery all issues of Road Machinery shall be on prepayment of hire charge.
7. That the hire charge bill will be prepared by the Mechanical Sub Division .....and sent to Division every month debiting against the user Sub Division /Division for both Departmental and Contract work in case of hire charge recoverable from the works.
8. That care should be taken by the users to keep the machine in safe place during working hours and in safe covered place during the night to protect against damages, pilferage etc. Any damage to the machine due to the negligence of the user will be make good by the user at his own cost.
9. That any damage during transit due to negligence or accident will be at the risk of the user and the user shall be liable to make the machine in good working condition.
10. That the hire charge will be charged from the date of issue of the machine to the date of return of the machine to the Sub-Division excluding the machine transportation period to and fro worksite from workshop or a particular site specified by AE ( Mech) unless the machine remains idle due to the following reasons:
  - Defects in machine.
  - All Gazetted Holidays.
  - Local Holidays.
  - Absence of Operator.
  - Rainy days (but if the machine is engaged after the rain stops half day hire charge will be charged).
11. That if any defects are found in the machine the Assistant Engineer (Mechanical) should be informed for necessary action/repair.

12. That a Chowkidar for watch and ward of the machine through out including holidays and idle period shall be arranged by the user Division/Contractor.
13. That from the date of issue to the date of return the machine along with its accessories will be under the care of the users, for safe use, transportation to site of work, period of use at site of the work and back to the Mechanical Sub-Division.
14. That if after the said tools and plant/machinery have been taken charge by the hirer and any alterations are made in the rate of hire charge, the hirer shall pay such enhanced rate per hour as may be fixed by the Chief Engineer.
15. That the hirer shall bear all charges connected with packing, handling, conveyance and other incidental expenses in connection with the movements of tools and plant/machinery from the stores and return thereto, including erecting and dismantling charges, if any.
16. That it shall be lawful for officers authorized by Government to inspect the condition of Tools and Plant /Machinery at reasonable intervals.
17. That officers authorized by Government may at any time under intimation to user enter upon the premises wherever the Tools and Plant/Machinery may be and withdraw the same and the hirer shall not claim compensation for such action except the refund of the proportionate hire charges/rent for the unexpired portion of the period for which rent has already been recovered in advance.
18. That the hirer shall not use the said Tools and Plants/Machinery on any work other than the work specified in this agreement.
19. That upon breach by the hirer of any of the stipulations in the agreement. The Government shall be at liberty without any previous notice, to determine this agreement and take possession of the said Tools and Plant/Machinery.
20. That the above terms and conditions are subject to amendment as and when found necessary by the Government.
21. That in witness where.....acting on behalf and by the order and direction of His Excellency, the Governor of Sikkim and .....the hirer have hereunto set their hand and seal today.

Schedule of

Name of Machine.....	
Description of Tools and Plant/Machinery:	R.M.
NO.....	
Chassis No.....	Engine
No.....	

Signed, Sealed and delivered by the above named  
(Government).....

.....  
.....

I /We fully and clearly understood the above terms and conditions and will abide by the rules therein.

Signed, sealed and taken delivery by the above named (Hirer) with full address.

(Referred to in the Paragraph 22.10)  
FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION  
OF TIME

PART-I

Name of Contractor: \_\_\_\_\_  
Name of work as given in the agreement: \_\_\_\_\_  
Agreement No: \_\_\_\_\_  
Estimated amount put to tender: \_\_\_\_\_  
Date of commencement of work as per agreement: \_\_\_\_\_  
Period allowed for completion of work as per agreement: \_\_\_\_\_  
Date of completion stipulated in agreement: \_\_\_\_\_  
Period for which extension of time has been given previously:

1<sup>st</sup> extension vide No .....Dated..... Month.....Days.....  
2<sup>nd</sup> extension vide No..... Dated.....Month.....Days.....  
3<sup>rd</sup> extension vide No..... Dated.....Month.....Days.....  
4<sup>th</sup> extension vide No..... Dated.....Month.....Days.....

Total extension previously given: \_\_\_\_\_  
Reasons for which extensions have been given previously: \_\_\_\_\_  
Period for which extension is applied for: \_\_\_\_\_  
Hindrances on account of which extension is applied for with date on which hindrances occurred and the period for which these are likely to last:

Serial No:  
Nature of hindrance  
Period for which it is likely to last  
Period for which extension required for this particular hindrance overlapping period, if any, with reference to item.....  
Net extension applied for  
Remarks, if any  
Total period, on account of hindrances.....Month.....Days mentioned above  
Extension of time required for extra work  
Details of extra work and amount involved:-  
a)Total value of extra work  
Proportionate period of extension of time based on estimated amount put to tender on account of extra work  
Total extension of time required for 11 and 12 Submitted to the Assistant Engineer.....

Signature of Contractor  
Dated.....

APPLICATION FOR EXTENSION OF TIME  
PART II  
(To be filled by the Assistant Engineer)

Date of receipt of application from Shri/ Smt ..... contractor for the work of.....in the Sub-Divisional Officer.

Acknowledgements issued by SDO vide his No..... dated.....

Remarks of Assistant Engineer on the reasons given by the contractor and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejection should be given.

Signature of Assistant Engineer

Dated

Date of receipt in the Division Office

Divisional Engineer's remarks regarding hindrances mentioned by the contractor

Serial No.

Name of hindrance

Date of occurrence

Period for which hindrance is likely to last

Extension of time applied for by the contractor

Overlapping period, if any, giving reference to items which overlap

Net period for which extension is recommended

Remarks as to why the hindrance occurred and justification for extension of time recommended

Divisional Engineer's recommendation. The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension of time has been applied for. If extension of time is not recommended, what compensation is proposed to be levied, under clauses of the agreement.

Signature of Divisional Engineer Dated

Superintending Engineer's recommendation

Signature of Superintending Engineer

Dated

Chief Engineer's recommendations  
Signature of Chief Engineer

ANNEXURE  
(Referred to in Paragraph 37.3)  
NOTICE FOR APPOINTMENT OF ARBITRATOR

To,

The Chief Engineer,

Dear Sir,

In terms of provision in the agreement, particulars of which are given below, I/We hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below.

1. Name of applicant.
2. Whether the applicant is individual/prop. Firm/partnership firm/ltd.co
3. Full address of the applicant
4. Name of the work and contractor number in which arbitration sought.
5. Name of the Circle Division which entered into contract
6. Contractual amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completion)
11. Total number of claims made
12. Total Amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision

Specimen signature of the applicant

(Only the person/authority who signed the contract should sign

ANNEXURE  
(Referred to in Paragraph 37.12)  
Public Works Department

NO. Dated the .....

Sub: In the matter of arbitration between .....and State of Sikkim  
regarding the work ..... Agreement.....  
No.....

Whereas.....Has/have written to me vide His/their letter No  
..... dated ..... That certain disputes have arisen between the above  
noted parties in respect of the above noted work. I ..... Chief  
Engineer, by powers conferred on me under Clause 25 of the said Agreement  
hereby appoint Shri ..... as sole arbitrator to decide  
and make his award regard regarding the claims/disputes by the contractors, if  
any, however to their admissibility under clause 25 of the aforesaid agreement.

The amount of the claim (s) in dispute being Rs. 1, 00,000/- or above Rs.  
1, 00,000/- the arbitrator shall give reasons for the award.

Chief Engineer

Copy to,

1. Shri ..... Arbitrator
2. M/S .....contractor, with reference to his/their letter No. ....dated .....
3. Shri .....S.E.....Circle with reference to letter No. .... dated .....
4. Shri .....E. Division ..... With reference to his letter No..... dated.....

Arrangement may please be made to defend the case effectively. Legal assistance of the  
Counsel/SE (P), may be obtained where necessary.

Superintending Engineer/Executive Engineer should ensure that the bills of the  
contractors are finalized immediately, if not already done.

Chief Engineer

ANNEXURE  
(Referred to in Paragraph 37.17)

No..... Dated.....

The.....20.....

Subject: In the matter of Arbitration between:

.....Claimant

Vs

.....Respondent

Arbitration case No..... of ..... whereas Shri... ..  
was appointed sole arbitrator by letter No..... dated..... In the above matter  
and whereas the aforesaid Arbitrator has been transferred /vacated his office on.....

1. .... Chief Engineer ..... in exercise of my power under clause 25 of the contract appoint Shri ..... as the sole arbitrator to determine the disputes referred to the aforesaid arbitrator in accordance with the said clause 25. Shri..... may start the proceedings from the stage at which the aforesaid arbitrator left off.
2. The amount of the claim in the dispute being Rs. 1, 00,000/- and above, the arbitrator shall give reasons for the award in respect of each claim/dispute.

Chief Engineer

Copy to:

1. Shri ..... with the respect to transfer the records of the case to Shri ..... at the earliest.
2. Shri ..... with the respect to take over the records of the case to Shri..... at the earliest.

ANNEXURE  
(Referred to in Paragraph 37.28)

To

.....  
.....

Sub: A ward dated .....made by Sri.....arbitrator in regard to the disputes arising out of agreement NO..... and referred to arbitration in arbitration case No.\_\_\_\_\_

Dear Sir,

With reference to the award mentioned above, I am to say that the Governor of Sikkim has decided to accept the said award provided you accept the same as final and binding. Please intimate that you agree to accept payment of the sum awarded in full and final settlement of all your claims forming the subject matter of the reference to arbitration in the above case.

Yours faithfully,

Superintending Engineer  
For and on behalf of the Governor of Sikkim