

TENDER
FOR
CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY
GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE

VOLUME I

**DETAILS OF TENDER & CONDITIONS OF
CONTRACT**

Tender Documents consist of three parts as under:

Part I & Part II

Tender Evaluation

&

Technical Bid comprising of –

- Vol – I: Details of Tender & Conditions of Contract
- Vol – II: Technical Specifications & Special Conditions
- Vol – III: Site Plan, Scope of Works & Schedule of Finishes

Part III

Financial Bid comprising of –

- Vol – IV: Financial Bid, Payment Schedule & Other Details.

:: Name of Client::
Chief T o w n P l a n n e r
Gangtok Municipal Corporation,
Deorali

**TENDER
FOR
CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY
GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

VOL-I – DETAILS OF TENDER & CONDITIONS OF CONTRACT

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No.

Dt.....

FORMAT FOR ARTICLES OF AGREEMENT

(On Stamp Paper of Rs. 50.00)

This ARTICLE OF AGREEMENT made on this day of.....2024, (Two thousand and Twenty Four) BETWEEN THE GOVERNOR OF SIKKIM through the Chief Town Planner, Gangtok Municipal Corporation, Government of Sikkim, having its principal office at Deorali, Gangtok hereinafter referred to as the "Corporation" (which expression shall unless excluded by or repugnant to the context meaning thereof, shall include its executors, administrators, assigns or agent) of the one part and.....
.....

....., hereinafter referred to as the "CONTRACTOR" (which expression shall unless excluded by or repugnant to the context mean and include his executors, administrators, assigns or agent) of the other part.

Whereas, The Corporation invited Tender for **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

and the tender of the "CONTRACTOR" has been accepted by the "Corporation" vide their letter No.....dated for a lump-sum amount of Rs.).

Whereas, the Contractor has agreed to undertake design, drawing & execution of the works on the terms and conditions as stipulated in the tender document and subsequent amendments thereto for a lump-sum amount of Rs..... for successful completion of works.

Now, It is hereby agreed by and between parties hereto as under:

1. In pursuance of the Agreement aforesaid and in consideration of the payment of the sum of Rs..... (Rupees only) and / or such sum as may be payable to the "CONTRACTOR", the "CONTRACTOR" shall upon and subject to the said terms & conditions, execute and complete the work shown upon in the said drawings and described in the said scope of works as provided for in the said conditions.

2. The time shall be considered as one of the essences of the contract, and time for completion of this contract shall be 6 (Six) months from the date of commencement of work as stipulated in the contract condition.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms and conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. This Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiation from time to time. The following documents will form part of this Agreement:
 - a) Notice Inviting Tender
 - b) The Tender
 - c) Letter of acceptance
 - d) Formal Work Order
 - e) Information & instruction to Tenderer
 - f) Format of Submission of Tender
 - g) General Conditions of Contract
 - h) General Clauses of Contract
 - i) Special Clauses of Contract
 - j) Declaration of Tenderer
 - k) Proforma of Schedule
 - l) Technical Specification and Special Condition
 - m) Site Plan, Scope of Works and Schedule of Finishes
 - n) Tender drawings
 - o) Financial Bid, Payment Schedule & Other Details
5. The contract shall be executed within the purview of Indian Laws.

IN WITNESS WHEREOF the parties hereunto have set their respective hands and seals at on the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED

WITNESS:-

i)

Chief Town Planner
Gangtok Municipal Corporation,
Deorali

ii)

Name of the Contractor:-.....
For and on behalf of



GANGTOK MUNICIPAL

DEORALI

CORPORATION

Memo No:

Dated:

The Government of Sikkim desires to construct a **ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

On behalf of Governor of Sikkim, Chief Town Planner, Gangtok Municipal Corporation Government of Sikkim incites EPCC (Lumpsum Turnkey) tender from bona fide contractors with Class IAA Grade Enlistment under the SPWD, Govt. of Sikkim, in three cover system. The details of bid is available at www.gmc-sikkim.org for the work as stated below. The Rates Quoted should be inclusive of all State/Central Taxes

1. The details of works are as below:

Name of the Work	Cost of Tender Documents	Bid Security	Completion Time
CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE	Rs. 50,000 (Fifty Thousand Only) Payable at GMC office vide GMC Challan as cost of Tender Documents	Rs. 107.00 Lakhs (Rupees one hundred and seven Lakhs) only, in the form of TDR/BG/FDR/Performance Security of any Scheduled/Nationalised Bank/SBS in favor of MFO GMC	6 (six) months from the date of work order.

2. Eligibility Criteria for Shortlisting of Bidder based on tender.

2.1 The average yearly total turnover of the bidder (including group companies/LLP/Firm) should not be less than Rs. 20 crores (Twenty crores)

during the past 5 (Five) financial years (2019-20, 2020-21, 2021-22, 2022-2023, 2023-24) and should be duly certified by a Chartered Accountant and supported by Audited Balance Sheet.

- 2.2 The intending bidder (including group companies/LLP/Firm) should have successfully executed or in progress at least one Government/Public Ltd./Private sector Project of multi-storied building works costing not less than Rs. 40 Crores, in the last 5 (five) financial years ending on the last day of the month previous the one in which the tender is invited.

OR

The intending bidder (including group companies/LLP/Firm) should have successfully executed at least two Government similar nature of works in Government /Public Ltd./Private Sector projects costing not less than 25 crores each.

Similar nature of work means construction of Steel, RCC framed Structures, residential or non- residential buildings, Hospitals, Hotels, Institutional building, Infrastructure Development work, Industrial Building

- 2.3 The intending bidder (including group companies/LLP/Firm) should have successfully executed or partially executed at least one Government/Public Ltd./Private sector Project in the last 5 (five) years in seismically active hilly regions of North East India.
- 2.4 The credentials of items 2.2, & 2.3 should be supported by appropriate certificates issued by the competent authority with his/her name, designation, contact phone number and email address for verification.
- 2.5. Bidder should submit as Cost of Tender Documents Rs. 50,000 (Rupees fifty thousand only) , Non- Refundable in theform of challan payable at GMC
- 2.6 Bidder should submit Bid Security of Rs. 107.00 Lakhs (Rupees one hundred and Seven Lakhs) only from Scheduled/Nationalized Bank/SBS in favor of MFO, Gangtok Municipal Corporation, Governmentof Sikkim in the form of TDR/ FDR/ BG/Performance Security.
- 2.7 Net worth as on 31.03.2024 should not be less than INR 20.00Crores.
- 2.8 The intending bidder shall submit a latest Solvency Certificate from any Scheduled/ Nationalised Bank/SBS issued not earlier than 1st April 2023 for a minimum amount of Rs. 25.00 Crores.
- 2.9 The Bidder (including group companies/LLP/Firm) should submit documentary evidence to establish its ownership of Critical Machineries.

- 2.10 In case of Firms/ Organizations at least one single partner/ Single Director should meet up all of the above criteria.
- 2.11 In case of Group Companies/ LLP/ Firm at least one single partner/director should be common.

3. The calendar of tender activities are as follows: Publication of online Tender at

Publication of online Tender www.gmsikkim.org	18/10/2024 at 10:00 Hrs
Document download/sale start date/end date	24/10/24at 10:00 Hrs to 25/10/24 15hrs
Clarification start/End date	28/10/2024 from 10:00 Hrs to 15:00 Hrs
Online Bid Submission Start Date	04/11/2024 at 10:00Hrs
Online Bid Submission End Date	05/11/24 at 11:00Hrs
Submission of hard copy of Tender documents Part-I (Tender Fee, EMD, Eligibility Criteria documents as per Appendix –I	05/11/2024 up to 14:00 Hrs.
Opening of Eligibility Criteria	06/11/2024 at 11:30 Hrs
Opening of Technical Bid	06/11/2024 at 12:30 Hrs
Evaluation of Technical Bid & Power Point presentation	06/11/2024 at 14:00Hrs onwards
Opening of Financial Bid	To be announced later during presentation

4. Evaluation Criteria for Selection of Bidder

4.1 The selection of the Bidder will be Quality and Cost Based Selection(QCBS) method and the evaluation will be made in three stages as under.

4.2 Stage-I (Evaluation of Qualifying Criteria)

The Qualification of all the intending Bidders will be evaluated for shortlisting by the Corporation, based on above mentioned eligibility criteria and as per the formats duly filled provided in Appendix I.

4.3 Stage-II (Evaluation of Technical Bid)

Technical bids of shortlisted Bidders only, who qualify in Stage-I, will be evaluated by the Corporation, based on criteria as mentioned in the Bid document. Each technical bid will receive a technical score. The proposal shall be rejected, if it does not achieve the minimum technical score of 75 out of the maximum of 100 points. The weightage of Technical bid (T) shall be 80 percentage. Power Point presentation for the project duly indicating drawings, Basic design and Methodology of construction including finishing materials to be presented to the tender committee/Corporation which is also a part of Technical Bid.

4.4 Stage-III (Evaluation of Financial Bid)

Financial Bids of those Bidders who qualify in Technical Evaluation in Stage-II will be evaluated as under:

4.4.1 The proposal with lowest financial bid will be awarded a financial score of 100 points. Financial score of other proposals shall be inversely proportional to their quoted price, as indicated in the tender document. The weightage of the Financial Bid shall be 20 percent.

5. Successful Bidders who will meet the minimum qualifying marks in the selection process will be intimated and financial bids of only qualified Bidders will be opened.

6. The interested parties are requested to go through the offer documents and visit the location and apprise themselves of the site condition fully before submission of tender.

7. The Bid Security amounting to Rs.107.00 Lakhs (Rupees one hundred and seven lakhs) only, should be submitted along with offer documents in the form of TDR/BG/FDR/Performance Security of any Scheduled/Nationalised Bank/SBS in favour of Municipal Finance Officer, payable at Gangtok.

8. For any queries of clarifications, the following officers of the Corporation may be contacted:

- i) The Chief Town Planner, Gangtok Municipal Corporation, Deorali.
- ii) The Divisional Engineer, Gangtok Municipal Corporation Deorali.

9. The decision of Evaluation Committee will be treated as final, binding and cannot be challenged.

The Gangtok Municipal Corporation, Government of Sikkim, reserves the right to reject any or all tenders without assigning any reason whatsoever to the tenderers.

10. Interested parties may visit the websites:

www.gmcsikkim.org

11. The intending bidders must upload their offers along with scanned copy of cost and Bid security amount in the website www.gmcsikkim.org along with submission of hard copies of the complete offer in separate envelopes as mentioned. The hard copies of all the documents must be handed over to the Office of the Chief Town Planner, Gangtok Municipal Corporation, Government of Sikkim, Deorali, Gangtok Sikkim in person on the above-mentioned scheduled date within the specified hours.

12. Clarification Circular Ref no. 03/CTD dated 09/05/2022 issued by Commissioner of Commercial Taxes Govt. of Sikkim.

12.1 The value of work includes GST at the rate applicable on the date of estimate. The tax amount so computed is subject to change in the event of change in rate of tax applicable on the date of time of supply of work contract.

12.2 The successful bidder shall have to furnish certificate of GST registration along with valid NOC issued by Commercial Tax Division for obtaining the work order.

12.3 GST shall be deducted at source at the rate of 2% (1+1) of the bill value at the time of payment including advance payment, adhoc payment, provisional payment etc.

12.4. The amount of GST payable over and above the amount deducted at the rate of 2% at the source should be paid at the time of filing return for the month/quarter of the date of bill as per the GST rules.

12.5 All payment shall be released on furnishing of valid NOC issued by the Commercial Taxes Division

Sd/-
Chief Town Planner
Gangtok Municipal Corporation
Deorali

TENDER

We have read and examined the Notice Inviting Tender and Tender documents including scope of work, specifications applicable, Site Plan, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, payment schedule, important note for Financial Bid & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

We hereby tender for the design, drawing & execution of the work specified by the Chief Town Planner, Gangtok Municipal Corporation, Govt. of Sikkim, Deorali, Gangtok within the time specified above and in accordance in all respects with the specifications, approved designs, drawings and instructions in writing referred to the conditions and special Clauses of contract and as laid down in the scope of work and as per our Financial Bid, payment schedule and in accordance with such conditions so far as applicable.

We agree to keep the validity period of the tender for ninety (90) days from the date of submission of tender and not to make any modifications in its terms & conditions.

The Bid Security amounting Rs 107.00 Lakhs (Rupees one hundred and seven lakhs) only, in the form of TDR of a Scheduled Bank is being submitted. If we, fail to commence the work within specified period, we agree that the competent authority in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

We hereby declare that we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information, derived therefrom to any person to whom we may authorize to communicate the same or use the information in any manner prejudicial to the safety of the State.

Chief Town Planner, Gangtok Municipal Corporation, Govt. of Sikkim, may recover without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me /us under this contract or otherwise.

Dated

Signature of Contractor
Postal Address

Witness : Address : Occupation

LETTER OF ACCEPTANCE

No.....

Date.....

To

.....
.....
.....

Sub :

Dear Sir,

Your tender for **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK
BY GANGTOK MUNICIPAL CORPORATION ON EPCC MODE**

is hereby accepted by the Competent Authority of the Gangtok Municipal Corporation,
Government of Sikkim, for a sum of Rs.....

Rupees... ..) only

The letter referred to below shall form part of this contract

agreement

a)

b)

c)

You are requested to sign the contract agreement along with other documents within 7
(Seven) days from the date of issue of this letter of acceptance.

Date:

For and on behalf of,
Gangtok Municipal Corporation
Government of Sikkim, Sikkim

Designation: Competent Authority of the Government of Sikkim

**FORMAL WORK ORDER
(ISSUE OF NOTICE TO PROCEED WITH THE WORK)**

No.....

Dated.....

To

.....
.....
.....

Sub : TENDER FOR **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

Dear Sir,

Pursuant to your signing of the Contract Agreement for TENDER FOR **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

at total lump-sum Contract price of Rs.....
.....(Rupees.....

.....)only, you are hereby instructed to proceed with the execution of the said work in accordance with the contract documents, approved drawings, specification etc. within 15 (fifteen) days of issuing of this letter or handing over of site, whichever is later.

Time of Completion : 6 (thirty-six) months from the 15th day of issue of this Formal Work Order (F.W.O) or from the date of handing over the site or from the date of payment of advance whichever is later.

Yours faithfully,

**Chief Town Planner
Gangtok Municipal Corporation
Government of Sikkim, Gangtok.**

INFORMATION AND INSTRUCTION TO TENDERER

1.0 General Rules & Information

1.1 Rates quoted by the contractor for the lump sum tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

1.2 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Corporation or their authorised representative shall be communicated in writing to the Chief Town Planner, GMC, Govt. Of Sikkim.

1.3 As per prevailing rate/ clauses of the Central/State Government based on Goods and Service Tax (GST) for construction work/Works Contract for Government projects, the taxes shall be borne by the contractor.

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

1.5 Any tender received by the department after the due date stated for submission of the tender, in the Tender Data Sheet, shall be returned unopened to the tenderer.

1.6 In the event of specified date for submission of the tender being declared a holiday, bandh, strike etc., the tender will be received up to appointed time on the next working day.

1.7 The department may extend the due date of submission of the tender by issue of extension notice and, in case any amendment is remained to be issued and issue of such amendments shall be communicated in writing/fax/email to all eligible purchaser of tender documents. Prospective tenderers shall acknowledge receipt of each corrigendum / addendum by email to the department.

1.8 All tenderers shall include the following information and documents with their tender.

1.8.1 Copies of original documents for certificate of incorporation and written power of attorney of the signatory of the tender.

1.8.2 Major items of construction equipment proposed to carry out the contract, with its all accessories, that shall be used for the work upto completion in good running condition.

1.8.3 Report of the financial standing of the tenderer such as balance sheet, profit & loss statements, auditor's report and income tax acknowledgements of last 5 (five) financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 certified by chartered accountant and supported by Audited Balance sheet.

1.8.4 Solvency Certificate of scheduled Bank to prove the financial stability of the Bidder to carry out the proposed tendered work viz. access to line of credit etc.

1.9 The tender submitted must be complete in all respect. All pages are to be signed and rates to be quoted for lump-sum portion as well as for item-rate portion if any for the tender, should both be in words and figure. Incomplete tender shall be rejected.

1.10 Unsealed tender shall be summarily rejected.

1.11 No single tenderer can submit more than one tender for the work.

1.12 Eligible tenderer shall be furnished with the tender documents on payment of cost of tender document, and the tender duly filled in, is to be submitted in sealed cover to the client as per time and date fixed for the purpose, writing the word "TENDER" on the outside of sealed cover envelope with address of the client and name of the tenderer, name of work in block capital letters.

1.13 The tenderer shall be responsible for execution of the entire foundation system as per approved drawings, design & specification, and shall guarantee the stability of the foundation system, against the risk of settlement upto the permissible limit or any other types of damages to the structure. Sub soil investigation reports along with bore log details showing the nature of soil will be available with the Chief Engineer, Building and Housing Department, for reference of the tenderer, which will indicate the sub-soil strata expected and are meant only as guidance to the tenderer. However, the department does not take any responsibility for variation in strata, which may be encountered while actually executing the foundation work. In case of variation of sub-soil strata, the Contractor must immediately inform the department in writing for remedial measures.

1.14 Tenderers are advised to confirm compliance to tender condition and not to stipulate any deviation or exception from the requirement of tender documents. Conditional tender shall not be accepted for evaluation and shall be rejected.

1.15 Although the details presented in this tender document consisting of conditions of contract, scope of works, specifications, drawing, payment schedule etc. have been compiled with all reasonable care, it is the tenderer's responsibility to ensure that the information provided are adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of tender and during the implementation. Tenderer's submission of tender is the responsibility of the tenderer and no relief or consideration can be given for errors and omissions.

1.16 In case it is noticed that rate/rates quoted by the tenderer for lump sum prices are unusually high or unusually low it will be sufficient cause for rejection of the tender, unless the department is convinced about the reasonableness after scrutiny of the analysis for such rates to be furnished by the tenderer on demand within 7(seven) days of issue of letter in this regard to the tenderer, proof of issue of letter shall be final & no claim whatsoever shall be entertained later on their respect by the department.

2.0 Detailed Information & Instruction

2.1 Tenderers/Bidders are required to submit the tender documents in 3 (three) bid system in three sealed envelopes as under:

2.1.1 Envelope 1 (Part I) to contain all document of tender related to Eligibility Criteria, Tender Cost Fee and Earnest Money.

2.1.2 Envelope 2 (Part II) to contain all documents related to Technical Bid along with Vol I, Vol II, and Vol III for the Tender Document.

2.1.3 Envelope 3 (Part III) to contain Financial Bid, Payment Schedule & Other Details as indicated in Vol IV of the Tender Document.

2.2 The intending Bidders are invited to submit their Tender along with a technical bid and a financial bid separately in sealed envelopes at the address as per details indicated in the Data Sheet. The tender, technical bid & the financial bid together will form the basis for selection, contract negotiation & eventually signing of contract with the selected Bidder.

2.3 The Tenderer shall examine the site & thoroughly acquaint themselves with the condition of site, nature of soil strata and may go through the geo-technical report available with the department for proposed design of foundation etc. and all other information prior to submission of tender.

2.4 The proposal from joint venture/ Association of Firm shall not be allowed.

3.0 Submission of Proposal

3.1 The tenderer should submit their proposal in three parts viz. the tender, the Technical Bid and Financial Bid separately in sealed covers super scribed prominently Part I –Qualification Documents, Earnest money Deposit (EMD) and Tender Document Fees, Part II– Technical Bid & Part III– Financial Bid for TENDER FOR

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ON EPCC MODE. All the three envelopes should be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".

3.2 The sealed envelopes No.1, 2 & 3 containing the documents for "tender", "Technical Bid" & "Financial Bid" should be furnished as per formats prescribed in Appendix I, Appendix-II of Volume I and Volume IV of tender document.

3.3 The outer envelope duly sealed will contain 3(three) separate envelopes, one clearly marked Part-I - "tender" , Part-II - "Technical Bid", & Part-III - "Financial Bid".

3.4 All the above proposals viz. Qualification Documents, Technical Bid & Financial Bid must be prepared in indelible ink and must be signed by the authorized representative of the contractors. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the tender, Technical & Financial Bids must be initialled by the authorized representative.

3.5 Proposals must contain no interlineations or overwriting except as necessary to correct errors made by the Contractor themselves, in which cases all corrections must be initialled by the person signing the proposal.

3.6 Conditional Tenders are not acceptable and the Corporations reserves the right to reject any / all conditional tenders.

4.0 Part-I Tender- Eligibility criteria for selection of Bidders.

4.1 The bidder (including group companies/LLP/Firm) shall have successfully completed/ or in progress similar works during the last five years as mentioned below:

- a. The Bidder (including group companies/LLP/Firm) should have successfully executed at least one work of similar nature in Central/ State Government Departments, Private agencies or PSUs/ costing not less than Rs. 40 Crores, in the last 5 (five) financial years ending on the last day of the month previous to the date of calling of tender OR two similar nature of works completed each of the minimum amount of 25 Crore. If it is an ongoing work then the bidder should possess a certificate of execution of work for Rs 40.00 Crores. In case of Private Works, the certificate issued by the Employer should be duly supported by the TDS deduction certificate.

Similar nature of work means construction of RCC framed Structures, residential or non- residential buildings, Hospitals, Hotels, Institutional building, Infrastructure Development work, Industrial Building.

4.2 The credentials of items above should be supported by appropriate certificates issued by the competent authority with his/her name, designation, contact phone number and email address for verification.

4.3 The Average yearly Total turnover of the bidder (including group companies/LLP/Firm) should not be less than Rs. 20 crores (Twenty) during the past 5 (Five) financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and should be duly certified by a Chartered Accountant and supported by Audited Balance Sheet.

4.5 The intending bidder shall submit a latest Solvency Certificate from any Scheduled/ Nationalised Bank issued not earlier than 1st April 2023 for a minimum amount of Rs. 25.00 Crores.

4.6 Evaluation & selection of the bidder will be carried out by the Evaluation Committee appointed by the department based on above mentioned eligibility criteria. The intending tenderer must submit the details of Eligibility and Qualification as per format prescribed in Appendix I enclosed.

4.7 The decision of Evaluation Committee will be treated as final, binding and cannot be challenged. The department reserves the right to reject any or all tenders without assigning any reason whatsoever to the tenderers.

5.0 Part II - Technical Bid (Technical Evaluation)

5.1 The tenderer must submit the necessary documents as per formats attached at Appendix II, along with Vol I, Vol II and Vol III of tender document in support of their Technical bid to cover the under-mentioned areas giving particular attention to all relevant information as indicated in the Data Sheet, for award of technical scores by the Tender Evaluation Committee.

5.1.1 Bidders organization structure and relevant experience, indicating overall project experiences and experience on similar nature of works, giving briefs of services rendered indicating the cost of the projects, key personnel detailed etc. as per the formats attached at Appendix II.

5.1.2 Approach paper on methodology and work programme for successfully carrying out the drawing, design & proposed construction work within the time schedule and without cost overrun, indicating the composition of various teams, and the assigned tasks, with time and progress chart.

5.1.3 Conceptual plan for the project providing architectural design, master plan, floor wise distribution, etc.

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. Evaluation will be based on the innovativeness of the design- architectural, structural and services, all included.

5.1.4 Short Curriculum Vitae (CV) of proposed key-personnel, with details of their experiences, and indicating their in-house availability or otherwise.

5.1.5 List of office equipment including computer software & construction plants & equipment held by the Bidder that will be made available for the proposed construction work.

5.1.6 A comprehensive Power point presentation indicating the detailed architectural, structural designs and the methodology for the execution of the project should be given to the tender Committee/

Department.

6.0 Part-III - Financial Bid

6.1 The financial bid should include all costs associated with the assignment viz. for drawing, design & execution of the proposed project which will also include labour, materials, tools, plants equipment & transport taxes etc. that will be required for the full & entire execution & completion of the works as shown in your proposed drawings and design to be submitted by you along with your tender document and also as described in the scope of works.

6.2 The financial bid should be prepared and submitted strictly in the prescribed financial bid format as indicated in Vol IV of Tender Document, clearly indicating the amount in Indian Rupees both in figures and words and percentages of quoted amount against various items of works for payment schedule, without any assumption or conditions attached to such amounts and percentages.

7.0 Bid Evaluation Procedure

7.1 A three stage procedure will be adopted in evaluating the proposals. In the first stage, eligibility of the Bidder will be ascertained on the basis of specific project experiences, Bidder's turn-over and other information as required to be submitted in **Appendix-I** forming part of tender. The Bidders failing to meet the minimum requirement will be rejected.

7.2 In the second stage, a technical evaluation will be carried out by the Evaluation Committee of the department. Only those technical proposals, which score at least 75 points out of 100 points, shall be considered for financial evaluation in the third stage.

7.3 In the third stage, evaluation of Financial Bid will be carried out by the Evaluation Committee of the department. The lowest Financial Bid (F_M) will be given a financial score of 100 points. The financial score (S_F) of other proposals will be computed as stated in the Data Sheet.

7.4 The Bidder will be ranked using combined technical & financial scores as indicated in Data Sheet.

8.0 Evaluation of Technical Bid

8.1 The Evaluation Committee appointed by the department will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive technical bid will be attributed a technical score (S_T).

8.2 The weightage of the Technical bid (T) shall be as stated in the Data Sheet.

9.0 Opening and Evaluation of Financial Bid

9.1 After the evaluation of technical bid is completed, the department shall notify only those Bidders, whose proposals did not meet the minimum qualifying mark indicating that their financial bid will be returned unopened after completing the selection process. The department shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date & time set for opening their financial bids.

9.2 The Evaluation Committee will determine whether the Financial Bids are complete in all respect as per tender document.

9.3 The lowest financial bid (F_M) will be given a financial score of 100 points. The financial scores (S_F) of other proposals will be computed as stated in the Data Sheet.

9.4 The weight of the Financial Bid (F) shall be as stated in the Data Sheet.

10.0 Combined Evaluation of Technical & Financial Bids

10.1 The proposals will finally be ranked according to their combined technical score (S_T) and Financial (S_F) score, using the weights as indicated in the Data Sheet.

11.0 Negotiations

11.1 Negotiation will be held at the address indicated in the Data Sheet. The aim is to reach to an agreement on all points and sign the contract.

11.2 Prior to the expiry of tender validity period, the department will notify the successful tenderer whose rank will be No.1 as per combined technical & financial score, (i.e. L-1), in writing by registered letter/ email / facsimile and invite them for negotiation of the Contract.

11.3 No Negotiations will be carried out with the other tenderers except the L-1 tenderer. Changes agreed upon during the negotiation will then be reflected in the financial bid.

11.4 In case L-1 does not respond for negotiation, the competent authority of the Government of Sikkim may negotiate with L-2, L-3 etc. as per their ranking, if their price bids are considered reasonable.

11.5 Having selected the tenderer, among other things, on the basis of an evaluation, the department expects to finalise Contract agreement with L-1, within the tender validity period.

11.6 The contract will be awarded to the successful tenderer i.e L-1, based on the combined evaluation of technical and financial bids. Only in case he/she (L-1) fails on the ground of conditional bids and /or non-signing of agreement within the stipulated time, the other Bidders based on their final scoring i.e. L-2, L-3 etc. would be invited for negotiation and signing of Contract, as per their rankings.

12.0 Award of Contract

12.1 The contract will be awarded following negotiations. After negotiations are completed and the contract is awarded, the department will promptly notify other Bidders accordingly & return the financial bids along with the Bid security deposits of those Bidders who did not pass the technical evaluation. The decision of Evaluation Committee will be treated as final, binding and cannot be challenged.

TENDER DATA SHEET

- 1.0 Name of the Project** : **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**
- 2.0 Name of the Client** :
- 3.0 Site Location** : The site is located at Gangtok
- 4.0 Security Bid** : Rs. 107.00 Lakhs (Rupees one hundred and seven lakhs) only, or as stipulated by the state financial rules in the form of TDR/BG/FDR of any scheduled Nationalised Bank in MFO, GMC Govt. of Sikkim, payable at Gangtok to be enclosed with the Eligibility and Qualification.
- 5.0 Validity period of tender** : 90 days from date of submission of tender.
- 6.0 Date and time of submission of Tender document comprising of Part I, II & III (original only)** :
- 7.0 Address of submission of Tender document comprising of part I, II & III (original only)** : Chief Town Planner
Gangtok Municipal Corporation
Government of Sikkim.
- 8.0 Date and address of opening of tender (Part I of Tender document)** :
.....
Chief Town Planner
Gangtok Municipal Corporation
Government of Sikkim.
- 9.0 Date and address of opening of Technical Bid (Part II of Tender document)** :
.....
Chief Town Planner
Gangtok Municipal Corporation
Government of Sikkim.
- 10.0 Date and address of opening of Financial Bid (Part III of Tender document)** :
.....
Chief Town Planner
Gangtok Municipal Corporation.
Government of Sikkim.
- 11.0 The Tender Document** : The tender document consists of three parts as under:
- (a) Part-I – ELIGIBILITY & QUALIFYING DOCUMENTS**
 - (b) Part II – Technical Bid comprising of :-**
 - (i) Vol I – Details of Tender & Condition of Contract
 - (ii) Vol II - Technical Specifications & Special Conditions
 - (iii) Vol III – Site Plan, Scope of work & Schedule of Finishes
 - (c) Part III – Financial Bid comprising of:-**
 - (i) Vol IV – Financial Bid, Payment Schedule & Other Details.

12.0 Evaluation criteria using Quality and Cost Based Selection (QCBS).

12.1 Evaluation of Eligibility and Qualification Documents

12.1.1 In the first stage of evaluation, eligibility of the Bidder will be ascertained through document to be submitted by the Bidder which will contain eligibility criteria for specific project information, Bidders' financial capacity and availability of key personnel as per format attached at Appendix-I.

12.2 Evaluation of Technical Bid

12.2.1 In the second stage of evaluation, the Technical Bid will be evaluated based on Bidder's relevant experience & organization structure, quality of Approach & Methodology for the completion of the proposed work, qualification & experience of proposed key personnel & relevant experience in similar geographical region, the details of which will be submitted by the Bidder along with "Technical Bid" as per formats attached at Appendix II.

12.2.2 The Technical Bid/proposal should score at least 75 points out of 100 to be considered for financial evaluation Financial Bid of the Bidder/tenderers. Securing less than 75 points in Technical Bid evaluation shall not be opened and will be returned.

12.2.3 The weightage for Technical Bid (T) shall be 80 percent.

12.3 Evaluation of Financial Bid

In the third stage evaluation, financial bids of all the Bidders, who qualify in technical valuation, will be evaluated as follows.

12.3.1 The proposal with the lowest price bid will be awarded a financial score of 100 marks. Financial scores of other proposals shall be inversely proportional to their quoted prices. The formula used to calculate the financial scores will be

$$SF = 100 \times FM/F$$

Where,

SF is the financial score of the proposal.

FM is the price of the lowest price bid.

F is the price of the proposal.

12.3.2 The weightage of the Financial Bid (F) shall be 20 percent.

13.0 Combined Evaluation of Technical & Financial Bids.

13.1 The proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores, using weights as indicated above, as per under mentioned formula.

$$S = S_T \times T + S_F \times F$$

Where,

S is combined score.

T&F are weight assigned to Technical and Financial bids.

14.0 Tax & Insurance

14.1 Goods and Service Tax (GST) as applicable as per provision of the Central Goods and Services Act, 2017 shall be Borne by the contractor.

15.0 The number of copies of the proposal shall be 2 nos. (1 original & 1 copy)

16.0 The address for Negotiation

:Chief Town Planner,
Gangtok Municipal Corporation,
Government of Sikkim,
Deorali

17.0 The decision of Evaluation Committee will be treated as final, binding and cannot be challenged. The department reserves the right to reject any or all tenders without assigning any reason whatsoever to the tenderers.

FORMAT OF SUBMISSION OF TENDER

No.....

Date

From:

.....
.....
.....

To,

The Chief Town Planner,
Gangtok Municipal Corporation
Government of Sikkim,
Deorali

Subject:

Tender for **CONSTRUCTION OF ICONIC FLOWER PAVILLION
AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION
ON EPCC MODE**

Ref :

Dear Sir,

I/We hereby submit the tender for the subject project, within the time specified and our offer is in full compliance with the terms and conditions of the attached tender.

Bid Security amounting to Rs. 107.00 Lakhs (Rupees one hundred and seven lakhs) only in the form of TDR/BG/FDR No..... valid upto..... is also furnished herewith payable to MFO, Gangtok Municipal Corporation, Govt. of Sikkim

.

Yours faithfully,

Signature of tenderer
Full Name
Title of Signatory

GENERAL CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Corporation 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 Chief Town Planner, Gangtok Municipal Corporation, Government of Sikkim (Department) 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: -
 - i) 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 whethertemporary or permanent, and whether original, altered, substituted or additional.
 - ii) 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 may be allotted or used for the purpose of carrying out the contract.
 - iii) 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.
 - iv) The "**Chief Town Planner**" means the Chief Engineer Incharge, Gangtok Municipal Corporation
 - v) "**Divisional Engineer**" means the Divisional Engineer, GMC, Govt. of Sikkim.
 - vi) "**Accepting Authority**" shall mean the authority of Chief Town Planner, GMC, Government of Sikkim.
 - vii) "**Engineer-in-Charge**" shall mean the person designated from time to time by the Chief Town Planner and shall include those who are expressly authorized by him to act for and on his behalf on approval of the Corporations for operation of this Contract.
 - viii) "**The Sub-Contractor**" means any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the consent of Department, and legal personal representatives, successors and permitted assigns of such person, firm or company.
 - ix) "**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.

- x) **"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 Schedule F to cover all overheads & profits.
- xi) **"Schedule(s)"** referred to in these conditions shall mean the relevant schedule(s) of the latest standard schedule of rates of Central Public Works Department (C.P.W.D) i.e. Delhi Schedule of Rates 2014.
- xii) **"Department"** means Gangtok Municipal Corporation/Urban Development Department, Govt. of Sikkim.
- xiii) **"The Specifications"** shall mean all directions, the various technical specification, provision attached and referred to the Tender Document which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Department or Engineer-in-Charge during the performance of Contract in order to provide for the unforeseen condition or in the best interest of the work or works. It shall also include the latest edition of relevant standard specification, published by Central Public Works Department (C.P.W.D) before entering into Contract.
- xiv) **"Mobilisation"** shall mean establishment of sufficient adequate infrastructure by the Contractor at site comprising of construction equipment, aids, tools, tackles, including setting of site office with site engineers, supervising personnel etc. & shall be in a position to commence execution of work at site, in accordance with agreed time schedule of completion of works.
- xv) **"Contract Value"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or contract rates, as payable to the contractor for entire execution and full completion of the work.
- xvi) **"Date of commencement"** of work shall be the date to start as specified in schedule for the first date of handing over of site, whichever is later.

Scope and Performance

- 3. Where the context so requires, works 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. The contractor shall be furnished, free of cost one certified copy of the contract 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.

Works to be Carried Out

- 5. 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 Scope of Work, brief specifications, drawings, scope of work and payment schedule shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, 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 recognised principles.

Sufficiency of Tender

6. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment schedule, 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.

Discrepancies and Adjustment of Errors

7. The 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.

7.1 In the case of discrepancy between the Scope of Work, the Technical Specifications and/or the Drawings, the following order of preference shall be observed: -

- a) Scope of work.
- b) Drawings
- c) Special condition of contract & Technical Specification.
- d) Central Public Works Department (C.P.W.D.) Specification
- e) Indian Standard Specification of Bureau of Indian Standard (B.I.S.)
- f) National Building Code of India

7.2 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 his decision shall be final and binding on the contractor.

7.3 Any error in description, quantity and brief specifications, drawings, scope of work and payment schedule or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

8. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the date of issue of letter of acceptance by the Corporation, sign the contract agreement consisting of:
 - i) The Notice Inviting Tender, all the other tender documents including drawings, if any, forming the tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard Agreement Form as mentioned in the Tender, together with Tender Form.

GENERAL CLAUSES OF CONTRACT

Clause 1 – Recovery of Security Deposit

- 1.1 The Contractor shall permit the Department at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as Earnest money, will amount to security deposit of 5% of the contract value of the work.
- 1.2 The security deposit shall be collected by deductions from the running bills of the contractors at the rate of 5% of the gross amount of the bill.
- 1.3 The security deposit shall not be refunded to a contractor except in accordance with the terms of his agreement.
- 1.4 Refund of security deposit to a contractor on the completion of work is regulated by General Conditions of Contract. The clause in the General Conditions of Contract envisages the issue of a completion certificate of the contract. Such completion certificate shall be issued by the authority in a manner detailed in this Manual.
- 1.5 The period of maintenance as prescribed under General Conditions of Contract will be counted from the date of completion as recorded in the certificate mentioned above. 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 not be refunded for a period of Five Years from the date of completion. The Principal Chief Engineer cum Secretary may however order release of security deposit pending payment of final bill keeping such amount as security as he deems to be sufficient.
- 1.6 The Circle Office should keep a close watch over the delay in the refund of security deposit to contractors and for this purpose they should periodically review the Register of Security Deposits maintained in the Circle.
- 1.7 Once the recoveries become due from the contractor, the same should be affected from the money due to the contractor either from the same work or from any other work or from the security deposit. Action to recover the overpaid amount should not be delayed or be in abeyance on account of the case being before the arbitrator. Action in terms of the award can be taken after the award is received and accepted by the competent authority. The recovery of overpaid amounts should be effected as early as possible and the recovery should not be held in abeyance during the pendency of arbitration proceeding.
- 1.8 The claim for refund of security deposit is governed by the Limitations Act. The period of limitation is 3 years commencing from the date the right to due accrues. In the case of security deposit paid along with the individual contract, the right to due would accrue under clause 17 after the maintenance period or payment of final bill whichever is later.
- 1.9 In order to avoid delay in the refund of security deposit to the contractors, the Director (Accounts) of the Circle should put up to the Superintending Engineer every month a list of all the cases where the security deposit becomes due for refund.

Clause 2 - Liquidated Damages (LD) for Delay in Completion

- 2.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Department on account of such breach pay as compensation/Liquidated Damages @ one percent (1%) of the contract price per week or part of the week of delay. The aggregate of such compensation/compensations shall not exceed ten percent (10%) of the total Contract-price. This will also apply to items or group of items for which separate period of completion has been specified. 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 Department which includes earnest money & security deposit.
- 2.2 In the event of failure on the part of the contractor to complete the contracted work within the specified time of completion, if the Department, is not satisfied that the works can be completed by the contractor within a reasonable time further extension of time allowed as aforesaid, the Department shall be entitled, without prejudice to any other right, or within the remedy available in that behalf, to

rescind the contract and recovery of damage.

2.3 The Department, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

2.4 In the event of such rescinding or termination of the contract as described in clauses 2.2 or 2.3 or both, the Department shall be entitled to recover Liquidated Damage (L.D) by any other means at the risk and cost of the contractor.

Clause 3 – When Contract can be determined

Subject to other provisions contained in this Clause the Chief Town Planner, GMC, Govt. of Sikkim 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 fails to produce good construction drawings.
- ii) 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 unworkmanlike manner shall omit to comply with the requirement of such notice for a period of ten days thereafter, from date of issue of notice.
- iii) 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 circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iv) 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 Superintending Engineer (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 ten days from date of issue.
- v) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) 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.
- vi) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 10(ten) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vii) If the contractor commits any acts mentioned in Clause 3 hereof.

When the contractor has made himself liable for action under any of the case aforesaid. The Engineer-in-Charge on behalf of the Department shall have 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 Chief Town Planner, GMC, Govt. of Sikkim 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 Department. 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 Corporation 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 Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-Clauses shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by 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 department 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 agreement 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 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 (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by Department exceed 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 shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the 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 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 by notice in writing may order the contractor or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores from the premises (within and 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 the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5 – Time of Completion.

Subject to any requirement in the specification as to completion of any portion of the works before the completion of the whole, the whole of the project shall be completed within 36 months (i.e. three years) from 15th day or such time period as mentioned in the letter of award to proceed with the work or such extended time as may be allowed under sub-Clause 5A hereof.

Clause 5A – Time and Extension for delay.

The time allowed for execution of the Works as specified 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 15th Day or such time period as mentioned in the letter of award to proceed with the work or from the date of handing power of site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Department shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5A.1 If the works be delayed by: -

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) Delay and /or Non-payment of bills as per agreement, or
- vii) any other cause which, in the absolute discretion of the authority 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 Department but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Department to proceed with the works.

5A.2 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5A.2 In any such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Department in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Department and this shall be binding on the contractor.

Clause 6 – Measurement of work done

6.1 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 addition and alteration works for lump sum contract only 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. Detailed measurement of works except for as stated above, for lump-sum contract are not required to be recorded.

6.2 All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by Engineer-in-Charge and the contractor or their representatives 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.

6.3 Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

Clause 7 – Payment on Intermediate Certificates to be regarded as advance.

7.1 The monthly interim or running account bills shall be submitted by the contractor, as per payment Schedule, for the work executed according to the Certificate of the Engineer-in-Charge. Chief Town Planner, GMC, Govt. of Sikkim shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work, where necessary.

Clause 8 – Completion Certificate

When the Contractor fulfils his obligation under Clause 5 of General Condition of Contract, he shall be eligible to apply for completion certificate. The Contractor may apply for separate Completion Certificate in respect of each such portion of the work by submitting the completion documents along with such application for completion certificate, within ten days of the completion of the work. The contractor shall give notice of such completion to the Department and within thirty days of the receipt of such notice the Department 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 (a) to be rectified by the contractor and/or (b) for which payment shall be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall be the work considered to be complete until the contractor shall have removed from the premises on which the work shall be executed 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 works, 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 had possession for the purpose of the execution thereof, and not until the work shall have been approved by the Chief Engineer. If the contractor shall fail to comply with the requirements of this Clause' as to removal of scaffolding, surplus material 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 Chief Engineer 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, and the contractor shall have no claim in respect of scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

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 Chief Town Planner whichever is earlier. Payments of final bills shall be made by the Chief Town Planner within 60 days from date of submission of bills. If Resources is available

Clause 10- Price Variation

10.1 The contractor shall be paid price variation (plus or minus) if the prices of materials, wages of

labour, POL (Petroleum, oil & Lubricants) required for the execution of the work increases or decreases, during the stipulated period of contract or for subsequent period for which the contract is validly extended under the provisions of clause 5A of the contract, without any action under the clause 4 for compensation, based on the following provisions, and the amount of the contract will accordingly be varied.

10.2 The contractor shall be paid price variation (plus or minus) for increase/decrease of price of material, labour and (POL) Petroleum, oil & Lubricant required for the execution of the project as referred to clause 10.1 above based on the following provisions and the base date for working out such price variation shall be the last stipulated date of receipt of tender. This price escalation clause shall not be applicable to the Consultancy Charges.

a) Components of material, labour & POL (Petroleum, oil & Lubricants) shall be as under:-

i)	Material	=	50%
ii)	Labour	=	30%
iii)	POL	=	5%
	Total:-	=	85%

b) The price variation for material, labour & POL(Petroleum, oil & Lubricants) shall be worked out as per formula given below:

$$i) \quad V_M = W \times X/100 \times \frac{MI - MI_0}{MI_0}$$

$$ii) \quad V_L = W \times Y/100 \times \frac{LI - LI_0}{LI_0}$$

$$iii) \quad V_F = W \times Z/100 \times \frac{FI - FI_0}{FI_0}$$

c) Where:-

V_M = Variation in material cost i.e increase or decrease in amount of Rupees to be paid or recovered.

V_L = Variation in labour cost i.e increase or decrease in amount of Rupees to be paid or recovered.

V_F = Variation in fuel, oil & Lubricant cost i.e increase or decrease in amount of Rupees to be paid or recovered.

W = Cost of the work done during stipulated period of contract & for subsequent period as stipulated under clause 10.1 above.

X = Component of materials expressed as percent of total value of work as indicated in sub-para (a) (i) above.

Y = Component of labour expressed as percent of total value of work as indicated in sub-para (a) (ii) above.

Z = Component of Petroleum, oil & Lubricants expressed as percent of total value of work as indicated in sub-para (a) (iii) above.

MI & MI_0 = All India whole sale price index for all commodities for the period under reckoning as published by the Economic advisor to the Government of India, Ministry of Industry & Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender.

LI_0 = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order and that valid on the last stipulated date of receipt of tender.

LI = Minimum daily wage in rupees of an un skilled adult male mazdoor, fixed

under any law, statutory rule or order as applicable on the last date of the quarter, previous to the one under consideration.

FI & FI₀ = Average index number of wholesale price for group (fuel, power, light and lubricants) as published weekly by the economic Advisor to the Government of India, Ministry of Industry for the period under reckoning and that valid on the last stipulated date of receipt of tender.

- d) The following principles shall be followed while working out the indices mentioned in sub-para (b) above.
- i) The compensation for escalation for material and (POL) Petroleum, oil & Lubricants shall be worked out at quarterly intervals and shall be with respect to the cost of the work done excluding the advance as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the price variation was accepted and thereafter at 3 months interval. At the time of completion of work, the last period for payment might become less than three months, depending on the actual date of completion.
 - ii) The Index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment is less than three months, the index MI & FI shall be the average of the indices for the months falling within that period.
 - iii) The minimum wage of an unskilled male mazdoor mentioned above, shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - iv) The escalation for labour also shall be paid at the same quarterly intervals, when escalation due to increase in cost of materials and / or POL (Petroleum, oil & Lubricants) is paid under the clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.
 - v) Irrespective of variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an un-skilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

In the event the price of material and /or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and / or wages of labour shall be deducted from the cost of work under this contract based on above referred formulae, by the department.

Clause 10 A – Materials to be provided by the Contractor.

10A.1 The contractor shall, at his own expense, provide all the materials required for the works.

10A.2 The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples 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 specifications laid down or referred to 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 seven 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 sample complying with the specification laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-Charge shall be issued after the test results are received. The contractor shall have to establish a laboratory at site for testing materials and the quality of work. The testing equipment are to be calibrated properly at regular intervals.

10A.3 The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use or incorporate in the work any materials represented by the sample 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.

10A.4 The contractor shall, at his risk and cost, make all arrangement and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of sample 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 specifications. The Engineer-in-Charge or his authorised 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 works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

10A.5 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 contractor, 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 the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor. Cement required for the work are to be procured by contractor from the reputed manufacturer or their authorised dealers only conforming to Bureau of Indian Standard (BIS) specification. Steel materials, reinforcement, rods, Corrugated galvanised Iron (C.G.I) Sheets, etc. are to be procured from reputed manufacturer, or their authorised dealers for use in the work by the Contractor conforming to Bureau of Indian Standard(BIS) specification for each consignment of steel reinforcement bars, if necessary certificate of tests performed by a recognised & approved laboratory or the manufacturer shall be produced by the contractor. In addition to Cement and Steel all other building materials to be used in the work must conform to (Sikkim Public Works Department) S.P.W.D/C.P.W.D. (Central Public Works Department) Specification and where not specified must conform to Bureau of Indian Standard(BIS) specification of relevant code of practice.

Clause 11 – Advance

11.1 Advance of 10% (ten) on civil works re-deem able @5% (five) simple interest per annum and 5% (five) free interest advance on equipment and machineries shall be paid as part of the payment schedule. annually (fifteen) interest free shall be paid as part of payment schedule as percentage of total Contract value, taking into consideration that no Schedule "B" departmental stores viz., Cement, Reinforcement steel, Structural steel, Electrical, Sanitary, Water Supply stores etc shall be issued by the Department. Advance will be released against Bank Guarantees from Scheduled or Nationalised Bank for the full amount of such advance, and in such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled or Nationalised Bank payable at Gangtok for the full amount of such advance is released, as specified under proforma for bank guarantee for advance, annexed as Annexure II.

11.2 Advance shall be recovered from the contractors running bills in 6 (six) equal instalments spread over the period of 6 months beginning from the 1st(first) running payment excluding the bill paid for Advance.

11.3 Split bank guarantees shall be accepted against advance. The said bank guarantee for advances shall initially be made for the full amount and valid for 6 months, and these bank guaranties shall be progressively reduced to the extent, the advance money has been apportioned / adjusted from running account bills.

Clause 11A – Secured Advance

Secured advance against imperishable materials brought to site and to be used in the work shall be

allowed to Contractor on application duly recommended by the Engineer-in-Charge and on approval of the Department. In any case the secured advance shall not be more than 75% (seventy five percent) of the total value of the imperishable material brought at site, and shall be recovered from running bills as and when consumed in the work.

Clause 12 – Consultancy Services

Not applicable.

Clause 13 - Works to be executed in Accordance with Specifications, Drawings, Orders etc.

13.1 The contractor shall execute the whole and every part of the work as a lump-sum contract in the most substantial and workmanlike 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, as mentioned in the scope of work of the contract and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions.

13.2 The contractor shall comply with the provisions 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 plans 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.

13.3 The drawings and designs as submitted by the Contractor and attached with tender are for the evaluation of lump-sum amount and the detailed working drawings giving details of specification of all Items of Works should be furnished progressively by the Contractor duly approved by the Chief Town Planner, GMC, Govt. of Sikkim to facilitate execution of work. The Contractor shall be deemed to have gone through the Drawings thoroughly and carefully and in conjunction with scope of work, technical specifications and bring to the notice of the Engineer-in-Charge discrepancies, if any, therein before actually carrying out the work.

13.4 The work shall be executed as per detailed design and Architectural/Structural drawings to be prepared progressively by the successful contractor, conforming to the given parameters, schedule of finishes, specifications, scope of work and functional/design requirements as enumerated in the tender document, relevant to Indian Standard (IS) Codes, National Building Code (NBC) etc. and duly approved by the Chief Town Planner, GMC, Govt. of Sikkim

13.5 Copies of all detailed working drawings relating to the work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the Contract. The drawings and other documents issued by the Department shall be returned to the Department on completion of the work.

13.6 The coordination and inspection of work under the contract shall be the responsibility of the Engineer-in-Charge. A work order book will be maintained by the contractor at site, in which written instruction regarding any particular job as given by the Engineer-in-Charge shall be entered. These will be signed by the Engineer-in-Charge & the Contractor or his authorised representative.

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Clause 14 - Deviation/Variations Extent & Pricing.

The Chief Engineer shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, 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 portions 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 Chief Engineer 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 directed 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 hereafter provided.

14.1 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:

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

14.2 Payment for such altered, additional or for substituted work shall be determined as under:

14.2.1 For Lumpsum Contracts

Contractor shall, within 14 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the amount which it is his intention to charge for such class of work supported by analysis of the rate or rates and amount claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of the prevailing market rates, for material & labour plus 7.5% to cover contractor's supervision, overheads and profit and pay the Contractor accordingly. In case of any increase / decrease in plinth area/total built up area of the building, the amount of the total project cost as quoted in the financial bid & payment schedule to be increased / decreased proportionately.

14.2.2 Where the item of work will be executed through nominated specialist agency as approved by the Engineer-in-Charge, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by Engineer-in-Charge shall be considered plus 7.5% (seven and a half percent) to cover all contingencies, overhead, profits to arrive at the rates.

14.2.3 For increase/decrease in plinth area, total cost of the project will be increased/decreased.

Clause 14A - Drawing to be supplied by the Contractor:

- a) All the drawings, designs & data which are to be furnished by the Contractor as scope of work and as enumerated in the special conditions of contract and shall be furnished within the specified time, to facilitate timely execution of work.
- b) The approval/review of drawings from the department are required to be obtained by the Contractor before manufacture / construction / fabrication work. It shall be Contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and get these submitted for approval before proceeding with manufacture / construction / fabrication as the case may be. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-in-Charge.

Certified true for..... (Name of Work)

Agreement No.

Signed
(Contractor)

.....
(Engineer-in-Charge)

Clause 14B - Setting Out Works

14B.1 The Engineer-in-Charge shall furnish the Contractor with only the four corners of the works site and a level bench mark and the Contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

14B.2 Before beginning the works the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme and layout plans as acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross line shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge, but such approval shall not relieve the Contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Clause 14C – Demolition/Dismantling of Old Structures

In case, where the site has some existing old buildings/structures, which needs to be demolished / dismantled by the contractor, the cost of demolition/dismantling of these buildings shall be borne by the Contractor & demolished building materials shall be disposed off, for filling up low lying areas of the site & salvage value of other dismantled materials shall be the Contractor's property.

Clause 15 – Foreclosure of Contract due to Abandonment or Reduction in Scope of work.

15.1 If at any time after acceptance of the tender, the department decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Chief Town Planner / authorised representative 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.

15.2 The contractor shall be paid at contract rates or at rates mutually agreed upon based on detail measurement & analyses, full amount for works executed at site and in addition, a reasonable amount as certified by the Chief Engineer for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred for any advances paid by the Contractor against any material, stores, equipment, machinery etc against proforma invoices after placement of order to the executing firms.
- ii) Department shall have the option to take over contractor's materials or any part thereof brought to site, or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Department shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by the Department cost of such materials as detailed by Chief Town Planner shall be paid. The cost shall, however, consider purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

- iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Chief Town Planner furnish to him, the details of expenditure incurred along with advances paid against proforma invoices, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause 15(a) - Contractor's Default

15(a)i. If the contractor shall neglect to execute the work with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Engineer- in-Charge in connection with the works or shall contravene the provisions of the contract, the Department may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Department shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the Department shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the Department shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the Department shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.

15(a)ii In addition, such action by the Department as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 2 of this section.

15(a)iii The termination of the contract under clause 2 of this section shall not entitle the contractor to reduce the value of the Security deposit nor the time thereof. The Performance Security/Security deposit shall be valid for the full value and for the full period of the contract including guarantee period.

15(a)iv The payment due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

Clause 16 – Cancellation of Contract in Full or Part

16.1 If the 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 Chief Town Planner / his authorised representative; 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 Chief Town Planner / authorised representative; or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Chief Chief Town Planner/ authorised representative; or
- iv) shall offer or give or agree to give to any person related to the work 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 forbore to do any action relation to the obtaining or execution of this or any other contract for the Department; or

v) shall enter into a contract with the Department in connection with which commission has been paid or agreed to be paid by 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; or

vi) shall obtain a contract with the Department as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vii) 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 purport 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

viii) 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 entitle the Court or debenture holders to appoint a receiver or manager; or

ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 (twenty one) days; or

x) assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority.

The accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to the Department, by a notice in writing to cancel the contract as whole or only such items of work in default from the contract.

16.2 The Chief Engineer shall on such cancellation by the Accepting Authority have powers to:

a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

b) carry out the incomplete work by any means at the risk and cost of the contractor.

16.3 On cancellation of the contract in full or in part, the Chief Town Planner 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 to be completed, the loss or damage suffered by Department. 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.

16.4 Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Department as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Department 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.

16.5 If the contractor shall fail to pay the required sum within the aforesaid period of 30 (thirty) days the Chief Engineer shall have the right to sell any or all of the contractor's 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 provisions of the contract.

16.6 Any sums in excess of the amounts due to Department and unsold materials, constructional plant, etc shall be returned to the contractor, provided always that if cost or anticipated cost of completion 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 contract.

Clause 17 – Suspension of work

17.1 The contractor shall, on receipt of the order in writing of the Chief Engineer, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Chief Engineer may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of 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 that behalf by the Chief Engineer.

17.2 If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for overall completion time of work, and;
- b) If the total period of all such suspensions in respect of an item or group of items or work in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Chief Engineer 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 Chief Engineer within fifteen days of the expiry of the period of 30 days.

17.3 If the works or part thereof is suspended on the orders of the Chief Town Planner/ authorised representative for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Department requiring permission within fifteen days from receipt by the Chief Engineer of the said notice, to proceed with the work 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 only a part of the works as an omission of such part by Chief Engineer or where it affects whole of the works, as an abandonment of the works by Department, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Department. In the event of the contractor treating the suspension as an abandonment of the contract by Department, 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 Chief Engineer 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 2% (two percent) to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Chief Engineer within 30(thirty) days of the expiry of the period of 3 (three) months.

Clause 18 – Action in Case work not done as per Specification

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Chief Engineer, his authorised 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 that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. In case the Contractor fails to carry out works as per instruction of the Chief Engineer within a period specified by the Chief Engineer, 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 works in time) for this default.

Clause 19(i) – Contractor liable for Damages & defects during maintenance period.

If any defect, shrinkage or other faults appear in the work within twelve months, from the date of completion of works as certified by the Engineer-in-Charge, arising out of defect or improper materials or workmanship the contractor, shall upon receipt of a notice in writing, on that behalf, make the same good at his own expense or in default the Chief Engineer 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 contractor, or from his security deposit.

Clause 19(ii) - Liability for Accidents and Damages

Under the Contract, the Contractor shall be responsible for loss or damage to the work under contract until the works are taken over in full satisfaction of the authority.

Clause 20 – Contractor to supply Tools & 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 Department), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification 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 Department as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor 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 works, and counting, weighing 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 Chief Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 20A – Recovery of Compensation paid to workman

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Department is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Department will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Department under sub-section (2) of Section 12, of the said Act, Department 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 Department to the contractor whether under this contract or otherwise. Department shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Department full security for all costs for which Department might become liable in consequence of contesting such claim.

Clause 20B- Ensuring Payment and providing Amenities to Workers of Contractors if the

Contractor fails.

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Department is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department. Contractors, the Department will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Department under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Department 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 Department to the contractor whether under this contract or otherwise. Department shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Department full security for all costs for which Department might become liable in contesting such claim.

Clause 21- Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 21A

No labour below the age of eighteen years shall be employed on the work.

Clause 21B

The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Rules 1983.

The contractor has to abide by the above-mentioned Interstate Migrant Workmen (Regulation of Employment & Condition of Service) Rule 1983 and adequately cater for the following in addition to other obligations & responsibilities:

- (i) First-aid Box with trained person for first-aid treatment.
- (ii) Protective Clothing
- (iii) Drinking water, latrine, urinals & washing facilities
- (iv) Rest Room
- (v) Canteen

Clause 21C – Payment of Wages

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the Sikkim Public Works Department (P.W.D.) Contractor's Labour Regulations or as per provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by Govt. from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv) a) The Chief Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Department shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Department concerned.

v) The contractor shall comply with the provisions of law which have been extended and enforced in the state of Sikkim.

vi) The contractor shall indemnify and keep indemnified the Department against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors.

vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 21D

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per relevant Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Department shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Clause 21E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers, employed by the Department and its contractors.

Clause 21F

In the event of the contractor(s) committing a default or breach of any of the provisions of the relevant Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Department a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Registrar shall be final and binding on the parties.

Should it appear to the Chief Engineer / authorised representative that the contractor(s) is/are not properly observing and complying with the provisions of the relevant Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Addl. Chief Engineer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work- people as aforesaid, the Chief Engineer shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Chief Engineer shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Chief Engineer shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 21G

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) on a suitable plot of land to be approved by the Chief Engineer, which will have following: -

- i) a) Adequate arrangements for temporary and well-ventilated huts.
- b) The contractor(s) shall in addition construct suitable cooking places.
- c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii) **Water Supply** –The contractor(s) shall provide adequate supply of portable water for the use of labourers for drinking purposes and clean water for bathing and washing purposes.
- iii) **Drainage** –The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- iv) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

v) **Sanitation** –The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 22 – Minimum Wage Act to be complied and the Minimum Wages with (Central) Rules, 1950.

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Clause 23 – Work not to be sublet Action in case of Insolvency.

The contract shall not be assigned or sublet without the written approval of the Chief Engineer/authorised representative, provided that the execution of details of a work by a specialist firm or by a petty contractor under the direct and personal supervision of the contractor or his agent shall not amount to subletting within the meaning of this Clause. Provided further, and, if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward 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 in the employ of the Department in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Chief Engineer on behalf of the Department shall have power to adopt any of the courses specified in Clause-3 hereof as he may deem best suited to the interest of Department and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensue.

Clause 24

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

Clause 25 – Changes in firms' Constitution to be intimated.

Where the contractor is a partnership firm, the previous approval in writing of the Chief Engineer shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement whereunder the partnership firm would have the right to carry out works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause-23 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 23.

Clause 26

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

Clause 27- Settlement of Disputes by Arbitration

If any disputes and differences arise between the parties with respect to interpretation of its terms and conditions created by this instrument the parties are at liberty to seek appropriate and efficacious remedies as per the provisions of Section 89 of the CPC in appropriate forum having jurisdiction. However, the jurisdiction shall be exclusively within the state of Sikkim having appropriate jurisdiction.

Clause 28 – Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to 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 manufacturer's specifications. If that is not available, then it should be done as per CPWD/SPWD Specification. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Chief Engineer, Building and Housing Department and as per sound engineering practice.

Clause 29 – With holding and lien in respect of sums due from Contractor.

29.1 Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, and to sell any Promissory notes, etc., forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Chief Engineer, should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Department on demand the balance remaining due.

29.2 The Department shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, 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 by him 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 the overpayment and it shall be lawful for the Department to recover the same from him in the manner prescribed in Sub-Clause (1) of this Clause or in any other manner legally permissible and if as a result of audit and technical examination, 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 underpayment shall be duly paid by the Department to the contractor.

Provided that the Department 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 Chief Engineer on the one hand and the contractor on the other under for any term of the contract permitting payment for work after assessment by the Chief Engineer.

Clause 30 - Unfiltered Water Supply

The Department shall make arrangements for water required for the work and the contractor is to ensure that the water used is fit for construction purposes to the satisfaction of the Engineer-in- Charge. The Department will provide water supply lines up to the site of construction. However, the cost of providing water supply to the construction site and the monthly water charges shall be borne by the contractor.

Clause 31 - Arrangement for Water & Electric Power

The Department will assist in arranging water and power for construction at site. The responsibility of extension of power and water supply to the work site lies on the executing agency/contractor. If the Department at his own discretion provides electricity, suitable charges will be levied at the Electricity Board rates for power for electrical charges, Contractors would bear the cost for providing electrical meter and meter charges as per the prevailing rate in the area and the same will be recovered from the monthly running bill. Water connection has to be drawn by the contractor from the water security and PHED at the cost and rate as applicable. The Contractor has to make his own arrangements for collection and distribution of water at various sites.

Clause 32 – Plants & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

Clause 33 – Employment of Technical Staff & Employees Contractor's Superintendence, Supervision, Technical Staff & Employees

i) The Contractor shall provide all necessary superintendence including a Project Manager who should be atleast a graduate Civil Engineer with minimum of 15 years of site experience during execution of the work and other staff as may be necessary for proper fulfilling of the obligations under the contract, as mentioned under proforma of schedule.

Clause 34 – Levy/Taxes Payable by Contractor

i) Goods Sales Tax (GST) or any other taxes in respect of this contract as applicable in the State of Sikkim shall be payable by the contractor and the department shall not entertain any claim whatsoever in this respect.

ii) The Contractor shall deposit royalty and obtain necessary permit for supply of the stone, sand, etc. from local authorities. In case the contractor procures these materials from authorised Govt. registered supplier, he should obtain necessary certificates from these agencies conforming that royalty have been deposited by these agencies for supply of stone sand etc.

iii) The Contractor shall be liable to pay any other tax levied by the State Government.

Clause 35 – Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this contract if the contractor is an individual or proprietary concern and the individual or the proprietor dies, the Chief Engineer shall have the option of terminating the contract without compensation to the contractor.

Clause 36 - Release of Security Deposit after defect liability period

The Security deposit money shall be refunded to the Contractor only after expiry of defect liability period of 12 (twelve) months from the date of handing over of the project duly certified by the Engineer-in-Charge, and only on rectification of all defects of works, in accordance with clause 19(i).

SPECIAL CLAUSES OF CONTRACT

Clause 1 : Income Tax

Income Tax shall be deducted from every bill as per the provision of Income Tax Act, 1961 & Rules thereon.

Clause 2 : Site Order Book

The Contractor should keep a site order book for recording necessary instructions by Inspecting Engineering Officers of the work. The instructions recorded in the site order book must be followed after obtaining approval of the Engineer-in-Charge without any delay. The contractor must submit to the Engineer-in-Charge concerned a true copy of the notes in the site order book, whenever any new inspection note is recorded. The Contractor shall not add any other Clause of his own other than those mentioned in this document.

Clause 3 : Quality Control Register

Quality Control Register to be maintained by the Contractor at site.

Clause 4 : Register for time activity

Register for time activity as per Schedule and progress in bar chart to be mentioned at site by the Contractor.

Clause 5 : Register of Labour, Plants & Machineries at Site

Contractor is to maintain one register of labour engaged and one register of Plants & Machineries used at site daily as per format given by the Engineer-in-Charge. These registers are to be produced to the Inspecting Officer as and when asked for. No machinery or tools or plants brought to site for this work shall be removed from the site without permission from the Engineer-in-Charge.

Clause 6 : Compliance of Technical Specification

The Contractor must ensure compliance of all provisions of the Technical Specifications and Special Conditions of Contract as contained in Volume II of tender document and also ensure quality assurance by use of appropriate materials, workmanship, inspection & testing process during the period of construction.

The presence of the supervisory staff must be ensured by the Contractor during the working hours. Presence of any staff of the department does not absolve the contractor of his responsibility about quality of work.

Clause 7 : Jurisdiction of dispute

Both the parties agree with each other that the jurisdiction of any matter or any dispute relating to this agreement shall be at Gangtok or the place of occurrence.

CONTRACTOR

**CHIEF TOWN PLANNER
Gangtok Municipal Corporation
Government of Sikkim**

Gangtok Municipal Corporation
GOVT. OF SIKKIM.

DECLARATION OF TENDERER

I/We do undertake that the work shall be completed within 6 (six) months from the 15th day or such time period as mentioned in the letter of award to proceed with the work or from the date of handing over of site or from the date of payment of advance, whichever is later or such extended time as may be allowed under sub clause 5A of General Clauses of Contract, failing which Clause No.2 of the General Clauses of Contract will apply.

I/We further agree that the above tender shall remain open for the acceptance of the Department for a period of ninety days from the date of opening of tender.

I/We do further declare that I/We have inspected the site and are fully conversant with all aspects of the site and appraise of the condition of the site in regard to the drawing, design & execution of this contract.

I/We have also carefully gone through the "Tender drawings, the detailed specification and the scope of work" which forms the basis of execution of all works and accordingly have quoted our rates, as per financial bid & payment schedule. Our Tender is offered taking due consideration of all factors, and if the same be accepted, I/We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Department.

Signature of Tenderer

Full Name
Title of Signatory

Date :

PROFORMA OF SCHEDULES

SCHEDULE –A

Schedule of Materials to be issued to the Contractor by the Department - NIL

SCHEDULE –B

Tools & Plants to be hired to the Contractor by the Department - NIL

SCHEDULE –C

Extra schedule for specific requirement/ Document for the work if any - NIL

SCHEDULE – D

Reference to General Condition of Contract

Name of work : **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

Bid Security : Rs. 107.00 Lakhs (Rupees one hundred and seven) lakhs, or as stipulated by the State Financial Rules

Security Deposit : Security deposit @ 5% of Contract value

SCHEDULE –E

General Rules & Directions : Officer inviting tender: Chief Town Planner,
GMC
Government of Sikkim.

Definitions:

Accepting Authority Competent authority of the Govt. of Sikkim

Schedule of Rates for determining Rates for additional, altered or substituted items Standard contract form

Department

Standard Schedule of Rates

Market rate plus 15% for overhead & profits. For special items to be executed through nominated special agency.
Building and Housing Department
Government of Sikkim.

C. S.P.W.D (State Public Works Department) latest Schedule of Rates Agreement form attached to the tender.

Clause 2	Authority for fixing compensation under Clause 2.	Chief Town Planner GMC Government of Sikkim.
Clause 5	Time allowed for execution of work.	6 (six) months.
Clause 5A	Authority to give fair and reasonable extension of time for completion of under Clause 2.	Chief Town Planner GMC Government of Sikkim.
Clause 7	Gross work to be done together with net payment of advance if any, since the last payment for being eligible to interim payment	Refer details of Financial Bid and Payment Schedule
Clause 10	i)Component of material "X" expressed as percent of total value of work: ii)Component of material "Y" expressed as percent of total value of work: iii)Component of material "Z" expressed as percent of total value of work: Total:-	50% 30% 5% 85%
Clause 13	Specifications to be followed for execution of work	As per Technical Specification, Special Conditions of works and detailed scope of work as indicated in Part-II of the tender documents Vol-I to Vol-III and the design & drawings to be furnished by the successful Contractor along with tender document.
Clause 18	Competent Authority for deciding reduced rates.	Chief Town Planner GMC Government of Sikkim.

CONTRACTOR

CHIEF TOWN PLANNER

GMC

Government of Sikkim.

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No. & date

Guaranteed Amount :Rs.

Date of Expiry :

Name of Work **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT
GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

To,

The Chief Town Planner
GMC
Govt. of Sikkim
Deorali

Dear Sir,

M/s.
..... have been awarded the work of

(hereinafter called the Contractor) by the Chief Town Planner, GMC., Government of Sikkim.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs.....
(Rupees) as initial
full

Bid security in the form there in mentioned. The form of payment of Bid Security includes guarantee executed by Nationalised Bank, undertaking full responsibilities to indemnify Chief Town Planner, GMC Government of Sikkim, in case of default.

The said has approached us and at their request and in
consideration of the promises we having our office at..... have agreed to give
such guarantee as hereunder mentioned.

1. We
hereby undertake and agree with you that if default shall be made by M/s.
.....

....., in performing any of the terms and conditions of the tender or in payment
of any money payable to Department, we shall on demand pay to you in such manner as you
may direct the said amount of Rupees

..... only or such portion thereof not exceeding the said sum as you may
from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said..... and to enforce or to forbear from endorsing any powers or rights of by reason of time being given to the said..... which under law relating to the sureties would not for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. (Rupees)only, will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. and or that any dispute or disputes are pending before any officer, or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto

Yours faithfully,

.....**Bank**

By its Constituted Attorney

Signature of a person duly authorised to sign on behalf of the Bank.

PROFORMA OF BANK GUARANTEE FOR ADVANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Bank Guarantee No. & date :

Guaranteed Amount : Rs.

Date of Expiry :

Name of Work : **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK
BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

To,

The Chief Town Planner,
GMC
Government of Sikkim
Gangtok, Sikkim.

Dear Sir/Madam,

M/s.
 have been awarded with the work of

..... (hereinafter called the Contract) by
 the Chief
 Engineer, Building and Housing Department., Government of Sikkim, Sikkim.

In consideration of the Contract the Chief Town Planner , G M C , Government of Sikkim,
 agreeing to pay a sum not exceeding

.....to M/s.....

..... as
 advance in terms of the letter of acceptance / formal work order for execution of the Contract. A body
 corporate constituted under the Banking Companies Acquisition & Transfer of Undertaking Act, having
 its Head Office at and one of its branches amongst other places at
 Commonly known asBranch (hereinafter referred to as the
 Bank) do hereby covenant and agree with the terms as follows:

1. The Bank undertake to indemnify you and keep you indemnified to the extent to the sum of
 Rs..... (Rupees only) against all loss and
 damages that may be caused to or suffered by you or in relation to the payment to be made by
 you to the contractor as aforesaid by reason of any default or defaults on the part of the
 contractor in the fulfilment of satisfactory performance or carrying out any works under the said
 Work order in respect of which such payment as aforesaid is to be made by you to the
 Contractor or otherwise in the observance and performance of any of the terms and conditions
 relating thereto in accordance with the true instant and meaning thereof and in the event of
 any default or defaults on the part of the said contractor as aforesaid we shall forthwith on
 demand pay to you any sum not exceeding the said sum of Rs.
(Rupees only) as may
 be claimed by you to be due from the Contractor by way of refund of such payment or any portion

thereof or otherwise as your losses and/or damages by reasons of such defaults on the part of the Contractor as aforesaid.

2. Notwithstanding anything to the contrary your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any objection.
3. This guarantee shall come into force simultaneously with your making the said payment to the contractor and shall not be revoked by us whether before its coming into force or any time during its currency.
4. You will have fullest liberty without affecting this guarantee to postpone any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms of conditions of the said Work Order and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any variation or modification of the said Work Order or any other act matter or thing whatsoever which under the law relating to the sureties would but for the provisions thereof have the effect of so releasing us from our liability hereunder PROVIDED ALWAYS that our liability under this Guarantee is restricted to Rs. (Rupees only).
5. In order to give full effect to this guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us aforesaid and we hereby expressly waive all our suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
6. This guarantee shall not be affected by the winding up, dissolution, insolvency of the contractor or by any changes in the constitution of the contractor or ourselves nor shall it be affected by change in your constitution or by any amalgamation or absorption thereof or therewith but will be available to and enforceable by the absorbing or amalgamated company or concerns.
7. We,, Branch lastly undertake not to revoke guarantee during its currency except with the previous consent of yours in writing.
8. Notwithstanding anything contained herein –
 - i) Our liability under this Bank Guarantee shall not exceed Rs. (Rs. only)
 - ii) This Bank Guarantee shall be valid upto and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you demand before

Yours faithfully,

For

By its Constituted Attorney

Dated

Bank Stamp

Appendix-I
(Refer to Para 12.1 of Tender Data Sheet)

FORMATS FOR ELEGIBILITY AND QUALIFICATION

Following Particulars to be furnished
for Selection of Contractor/Firms.

Format-I

1. Name of Organisation :
2. Registered Address :
3. Year of Establishment :
4. Contact Details :

Authorized Signatory :
(Name & Designation)

E-mail I.D. :

Tel. No. :

Mobile No. :

Fax No. :
5. Type of Organisation :
(Govt./PSUs/Private)
6. Profile along with organizational Structure, including Core Activity Of the Organisation
7. Name & Address of Banker
(i)
(ii)
(iii)
8. Furnish the details of disputes with any clients/Bankers, if any.
9. Whether registered for Sales Tax / GST purposes? If so, mention number & date.
10. Provide Permanent Account Number of Income Tax Assessee.
11. Specify Annual Total Income for the last 5 years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) duly attested by a Chartered Accountant
12. Furnish copies of Audited Balance Sheet for the last 5
13. Detailed description and value of works successfully executed (As per Format 1A and IB enclosed).

14. Key personnel employed in the Organization, who will be made available for the proposed work (As per Format 2 enclosed).

15. Any other relevant information which may be appropriate for the proposed project and for consideration of Tender.

It is certified that the information furnished above are true to the best of our knowledge/organization recorded.

Signature & Seal of Tenderer

Full Name
Title of signatory

Appendix-I

(Refer to Para 12.1 of Tender Data Sheet)

Formats for Eligibility Criteria**Format-IA**

(For specific Projects Information – Similar Works)

A. Particulars in respect of works as mentioned in Para 12.1 of Tender Data Sheet

Sl.No.	Name of work/ project with address	Short description of the work executed	Name & Address of the client.	Date of commencement	Value of work executed	Stipulated/Actual Period of Completion with corresponding Certificates

Signature & Seal of Tenderer

Full Name
Title of signatory.

Appendix-I

(Refer to Para 12.1 of Tender Data Sheet)

Formats for Eligibility Criteria**Format-IB**

(For specific Projects Information – Civil Works)

A. Particulars in respect of works as mentioned in Para 12.1 of Tender Data Sheet

Sl.No.	Name of work/ project with address	Short description of the work executed	Name & Address of the client.	Date of commencement	Value of work executed	Stipulated/Actual Period of Completion with corresponding Certificates

Signature & Seal of Tenderer

Full Name
Title of signatory.

Appendix-I

(Refer to Para 12.1 of Tender Data Sheet)

Formats for Eligibility Criteria**Format-II**

(For availability of Key Personnel)

List of available Key Personnel

Sl.No.	Name of the Employee	Designation	Qualification	Total Years of Experience

Signature & Seal of Tenderer

Full Name
Title of signatory.

Appendix-I

(Refer to Para 12.1 of Tender Data Sheet)

Formats for Eligibility Criteria

Format-III

(For Firms Annual Total Income for past 5 (five) financial years

Signature & Seal of Tenderer

Full Name

Title of signatory.

Appendix-II

(Refer to Para 12.1 of Tender Data Sheet)

Formats for Evaluation of Technical Bid

Format-I

(For Firm's Relevant Experience etc.)

Relevant Services carried out which best Illustrates Qualification

Following information should be provided as per format given below, for each reference assignments, for which your firm was legally contracted by the client.

Assignment Name:-

Name of Client and Address:-

Approximate value of work in Rs.....

Description of Actual Services provided/work done.

Signature & Seal of Tenderer

Full Name
Title of signatory.

Note: Necessary certificates should be enclosed for each of these works.

Appendix-II

(Refer to Para 12.2 of Tender Data Sheet)

Formats for Evaluation of Technical Bid

Format-II

(For Quality of Design & Drawing, Approach Paper on

Methodology proposed for performing the Assignment)

The quality of design, drawing, approach & methodology will be described generally under the following heads/topics:

The design / Master Plan of the **CONSTRUCTION OF ICONIC FLOWER PAVILLION AT GANGTOK BY GANAGTOK MUNICIPAL CORPORATION ON EPCC MODE**

- 1) based on respective standards and norms laid down by IS Codes and NBC, and standards that are in vogue etc. and keeping in view the site constraints being a hilly area and restricted availability of land.
- 2) Planning and Designing with allied infrastructures as per relevant norms and the general scope and technical specifications provided.
- 3) The floor wise plans, elevation, section, 3D views, of the Hospital to be provided that must adequately cover the basic requirements as per scope and technical specifications.
- 4) Work Programme and Proposal for Deployment of Key professional both for drawing, design and execution of the project considering total time period of 36(Thirty-six) months for completion of the project.

Signature & Seal of Tenderer
Full Name

Title of signatory.

Appendix-II

(Refer to Para 12.2 of Tender Data Sheet)

Formats for Evaluation of Technical Bid

Format-III

(For composition of Team Personnel and the Task which would be assigned to Key Personnel)

A. For Design & Drawing of the proposed work

B. For Execution of the proposed work

Signature & Seal of Tenderer
Full Name

Title of signatory.

Appendix-II

(Refer to Para 12.2 of Tender Data Sheet)

Formats for Evaluation of Technical Bid**Format-IV**

(For availability of Key Personnel)

Details (Short CV) of available Key Personnel

Sl.No.	Name of Employee	Designation	Qualification	Total Years of Experience	Details of Work Experience

Signature & Seal of Tenderer
Full Name

Title of signatory.