



GOVERNMENT OF SIKKIM
PUBLIC HEALTH ENGINEERING DEPARTMENT
NIRMAN BHAWAN, GANGTOK-737101

No: 119/PCE/SEW/MQ-07/RFP-1

Date: 17/X/2025

NOTICE INVITING REQUEST FOR PROPOSAL

For and on behalf of the Governor of Sikkim, Public Health Engineering Department, Government of Sikkim, invites **Request for Proposals (RFPs)** under a **two-stage proposal process** (Technical and Financial) from **all reputed firms registered under the Government of Sikkim**, either **individually** or as part of a **Consortium/Joint Venture**. The **Technical Proposal (First Stage)** shall be submitted **online** through the website **www.sikkimtender.gov.in** for the work listed below:

Sl No	Name of the Work	Bid Security (Rs Five Lakhs only)	Cost of Bid Form
1	2	3	4
	<i>Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System.</i>	5,00,000.00/- (Rs Five Lakhs only)	50,000.00/- (Rs Fifty thousand Only)

The Date and time of pre-bid meeting, submission of completed bid document is as under:

1	Date of publication of 1 st Stage RFP in the newspaper	:	Tuesday, 28 th October 2025
2	Date of uploading of RFP details on the e-tendering portal (www.sikkimtender.gov.in)	:	Tuesday, 28 th October 2025
3	Start date & time of downloading the documents	:	Wednesday, 29 th October 2025 at 11:00 hrs
4	Date and Time of Pre bid meeting	:	Thursday, 29 th January 2026, at 11:00 hrs
5	Last date and Time of submission of RFP response online	:	Friday, 13 th February 2026, up to 23:59 hrs
6	Date and time of submission of hard copy bidding documents including non-refundable Bank receipt and bid security in the form of TDR/FDR	:	Monday, 16 th February 2026, up to 16:00 hrs
7	Date and Time of Opening of the RFP	:	Tuesday, 17 th February 2026, at 11:00 hrs
8	Declaration of result	:	Will be notified
9	Submission and opening of 2 nd Stage updated Technical and Financial bids of successful Bidders	:	Will be notified

Detailed Specification and Scope of work are given in the RFP document, for all details on the bid, visit www.sikkimtender.gov.in. The queries can be made through e-mail: phegangtok@gmail.com.

Principal Chief Engineer
Public Health Engineering Department
Government of Sikkim
P.H.E. Department
Gangtok.
Govt. of Sikkim



REQUEST FOR PROPOSAL (RFP)

UNDER TWO-STAGE PROPOSAL PROCESS (TECHNICAL AND FINANCIAL)

OPEN TO FIRMS REGISTERED UNDER GOVERNMENT OF SIKKIM

*(EITHER INDIVIDUALLY OR AS CONSORTIUM OF
COMPANIES)/ JOINT VENTURES)*

PROJECT TITLE:

Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen.

Under the Gangtok Sewerage System.

GANGTOK DISTRICT, SIKKIM

GOVERNMENT OF SIKKIM

PUBLIC HEALTH ENGINEERING DEPARTMENT



APPROVAL SHEET

Project Title: Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System.

Project Location: Gangtok Municipal Corporation and surrounding.

Department: Public Health Engineering (PHE) Department, Govt of Sikkim

Approval Section:

Prepared by:

Checked by

Assistant Engineer
W.E. S. P. H. E. Dept.
Sewerage
Govt. of Sikkim, Gangtok

Approved by:

25/09/2015
Superintendent Engineer
Pakyong district
Sewrage, Gangtok

VETTING: PLANNING SECTION

Assistant Engineer (Plg)
PHE Department
Govt. of Sikkim
Gangtok



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ABBREVIATION

RFP	Request for Proposal
COD	Chemical Oxygen Demand
BIS	Bureau of Indian Standards
BOD ₅	Biochemical Oxygen Demand 5 days.
NGT	National Green Tribunal
MLD	Million Litre per Day.
FAB	Fluidized Aerobic Biofilm/Bed Reactor.
CPCB	Central Pollution Control Board
SPCB	State Pollution Control Board
SCADA-IoT	Supervisory Control and Data Acquisition- Internet of Things
SBR	Sequential Batch Reactor.
PHED	Public Health Engineering Department
GMC	Gangtok Municipal Corporation
UDD	Urban Development Department.
MoFCC	Ministry of Environment and Climate Change
RDD	Rural Development Department.
mg/L	Milligram per litre/ ppm (parts per million)
STP	Sewage Treatment Plant
TN	Total Nitrogen
TSS	Total Suspended Solids
CPHEEO	Central Public Health and Environmental Engineering Organisation
MOHUA	Ministry of Housing and Urban Affairs



DISCLAIMER

This Request for Proposal (RFP) document provides information to prospective proposers but does not constitute an offer, agreement, or invitation from the Authority. Its purpose is to assist interested parties in preparing their two (2) stage process (technical as well financial proposal), but it may not contain all the necessary details. Proposers are responsible for conducting their own due diligence, verifying the accuracy and completeness of the information provided, and seeking independent advice.

The Authority makes no guarantees regarding the accuracy, adequacy, or reliability of the RFP and assumes no liability for any losses or costs incurred by Proposers. It also reserves the right to update, amend, or reject any or all proposals without obligation or explanation. Proposers must bear all costs related to proposal preparation and submission, as the Authority will not be responsible for any expenses incurred during the proposal process.



1. REQUEST FOR PROPOSAL (RFP)

Request for First Stage Proposal. (Technical) (Single envelope)

Employer: Public Health Engineering Department (PHED), Government of Sikkim

Project Name: *Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System.*

Country: India

RFP No: 119/PCE/SEW/HQ-07/RFP-1

Issued on: 17/10/2025

To: All Reputed Firms Registered under Government of Sikkim (either individually or as Consortium / Joint Venture).

Dear Ladies and/or Gentlemen,

1. The Government of Sikkim, through the Public Health Engineering Department (PHED), intends to procure consulting and contracting services for the “***Detailed Survey, Investigation, Preparation of a Detailed Project Report (DPR), Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage system***” under the Design–Build–Operate (DBO) contract model. The scope of work includes Detailed Survey, Investigation, Preparation of a Detailed Project Report (DPR), upgradation and Annual comprehensive maintenance contract as part of the contract package.
2. PHED now invites sealed **Proposals** from **reputed firms registered under Government of Sikkim, either individually or as consortium of companies / Joint Ventures**, for undertaking the above work.



3. The procurement will be conducted through a competitive procurement using **two-stage Request for Proposals (RFP)** procedure and under the directions and approval of the PHE Department, Government of Sikkim.

4. Interested and eligible Proposers may obtain further information from:

Chief Engineer, PHE Department,

Government of Sikkim, Nirman Bhawan, Gangtok.

Sikkim- 737101, E mail: phegangtok@gmail.com, Phone: - 03592-203301

5. The RFP Document in “ENGLISH” may be submitted upon payment of a nonrefundable fee of ₹ 50000.00/- (*Rupees Fifty Thousand only*). The method of payment will be via Bank Receipt at the State Bank of Sikkim, Gangtok, under the receipt head: 0215-01-800-OR (Other Receipts) in favour of Public Health Engineering Department, Government of Sikkim. The RFP proposal must also include a bid security deposit of ₹5,00,000/- (*Rupees Five Lakh only*) in the form of either TDR (Term Deposit Receipt) at State Bank of Sikkim, Gangtok, in favour of the Chief Accounts Officer, PHED, Government of Sikkim, or FDR (Fixed Deposit Receipt) from any Nationalized Bank. The bid security shall be refunded upon successful submission of the DPR, subject to satisfactory field survey and investigation. The bid security will be forfeited if the DPR is found to be based on outdated, manipulated, or insufficient data, or lacking proper field validation.

The document is to be sent by *sealed envelopes and clearly labelled with the following details:*

Name of Work:

Name of the Proposer: [Name of Firm/Consortium]

Complete Address of the Proposer:

Contact Details: Phone number and email ID

RFP Reference Number:

6. A **two-stage RFP process** will be followed:



- (a) **Stage 1:** The First Stage process will consist of submission of a technical Proposal, without any reference to prices, following the evaluation of First Stage Proposals, a Proposer that has submitted a sufficiently responsive Technical Proposal may be invited to attend a clarification meeting(s), during which the Proposer's Proposal will be reviewed. Any required Proposal-specific changes, additions, deletions and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the RFP Documents. Following the clarification meetings, Proposers may not be invited to submit Second Stage Proposals, if their First Stage proposals contain departures from the requirements to the extent that it cannot be expected to be responsive through the second stage RFP process. All other suitably qualified and eligible Proposers shall receive invitations to submit Second Stage Proposals.
- (b) **Stage 2:** The Second Stage process will consist of submission and evaluation of: (i), the updated technical part incorporating all changes required as recorded in the proposer-specific memorandum, and/or as necessary to reflect any Addenda to the RFP documents issued subsequent to the first stage; and (ii), the financial part.

7. First Stage Proposals must be delivered to the address below

To:

*The Principal Chief Engineer
Public Health Engineering Department (PHED)
Government of Sikkim
Nirman Bhawan Gangtok – 737101
Sikkim, India*

on or before the date as specified in Schedule of Events. Late Proposals will be rejected. Proposals will be publicly opened in the presence of the Proposers designated representatives and anyone who chooses to attend at the specified date, time, and location as mentioned in the RFP notice or subsequent communication.

For details and subsequent communication please visit website: - www.sikkimtender.gov.in.

Principal Chief Engineer, PHE Department,
Government of Sikkim, Nirman Bhawan, Gangtok.
Sikkim- 737101,

E mail: phegangtok@gmail.com Phone: - 03592-203301



1.1 Background Information

Applications containing Request for proposal under two stage proposal process (Technical and Financial) are invited from reputed firms registered under the Government of Sikkim, either individually or as part of a consortium of companies or joint ventures, with a proven track record in the preparation of Detailed Project Reports (DPRs), surveying and investigation, and the design of sewerage infrastructure. Preference will be given to firms with experience in executing similar projects in hilly and mountainous terrains.

The primary objective of this RFP is to seek feedback from prospective proposers regarding the eligibility criteria, minute details of proposal capacities and other technical and financial qualifications relevant to the proposed scope of work.

It is clarified that the State Government shall be at liberty to accept or reject any suggestions received through this process. The decision of the Government in this regard shall be final and binding, and shall not be subject to challenge under any circumstances.

Accordingly, it is desirable that only those firms or consortiums/joint ventures whose technical and financial capabilities enable them to undertake such work may respond to this RFP.

1.2 Project Location and Description

Sikkim, situated in the eastern Himalayas between latitudes 27°04'–28°07'N and longitudes 88°00'–88°55'E, exhibits a highly rugged topography ranging from 300 m above mean sea level in the southern foothills to over 8,500 m in the northern highlands. This altitudinal variation produces diverse climatic zones from sub-tropical at lower elevations to alpine conditions in higher reaches. The state experiences a cool, humid climate with significant influence from the South-West monsoon.

Gangtok, the state capital, lies at an elevation of approximately 1,650 m above mean sea level in the eastern Himalayas.

Climate and Temperature Profile of Gangtok District:



(Source: NIC Gangtok District – <https://gangtokdistrict.nic.in>)

The climate of Gangtok district is broadly classified into tropical, temperate, and alpine zones, corresponding to its diverse altitudinal ranges. For most of the year, the region experiences a cold and humid climate, with rainfall occurring in nearly every month. Owing to its geographic proximity to the Bay of Bengal and its location on the southern slope of the Eastern Himalayas, the area receives heavy and well-distributed rainfall, particularly during the monsoon months. A clear inverse relationship between altitude and temperature is observed throughout the district. Pre-monsoon showers typically occur during April and May, while the southwest monsoon generally sets in by late May and lasts until early October.

In terms of temperature, the mean temperature in the lower altitudinal zones ranges between 1.5 °C and 9.5 °C, with considerable variation based on elevation and slope orientation. The warmest period usually occurs in July and August, while December and January mark the coldest months. Foggy conditions are prevalent from May to September, and intense cold is commonly experienced at higher elevations during winter, often accompanied by snowfall in those areas.

An examination of available rainfall data (NIC Gangtok District — <https://gangtokdistrict.nic.in/>) shows that the mean annual rainfall varies from as low as 82 mm at Thangu to about 3,494 mm at Gangtok, with individual stations occasionally recording totals exceeding 5,000 mm in wet years. Isohyetal analysis indicates two main maximum rainfall zones in Sikkim — namely (i) the south-eastern quadrant covering Mangan, Singhik, Dikchu, Gangtok, and Rongli, and (ii) the south-western corner around Hilley. Rainfall is heavy and well distributed from May to early October, and July is generally the wettest month. The intensity of rainfall during the South-West monsoon decreases from south to north, while winter precipitation shows the reverse trend, increasing towards the northern regions. The number of rainy days (≥ 2.5 mm rain) also varies considerably across stations — ranging from around 100 at Thangu to about 184 rainy days at Gangtok, highlighting the very high frequency of precipitation events that characterises the region.

These rainfall and climatic characteristics have a direct bearing on the design, siting and operational performance of infrastructure, including sewerage networks, sewage treatment plants (STPs), and sludge handling systems across Gangtok.



Gangtok city is serviced by a decentralised sewerage system comprising a network of gravity-based sewers linked to five Sewage Treatment Plants (STPs) operated under the Public Health Engineering Department, Government of Sikkim. The treatment facilities are distributed across four sewerage zones, with a combined focus on biological treatment of municipal wastewater using a mix of Trickling Filter, Fluidized Aerobic Bio-reactor (FAB) and Sequencing Batch Reactor (SBR) technologies and the treated effluent is discharged to Ranichu and Roruchu, both tributary feeding River Teesta.

The Adampool STP campus, catering to Zone-1, is the largest treatment complex and consists of three individual plants of capacities 5 MLD (Trickling Filter, commissioned 1985), 8 MLD (FAB, 2012) and 4.69 MLD (FAB, 2018). These three units share a common influent chamber and a centralized sludge management facility comprising centrifuges and sludge drying beds. The site is located on approximately 7 acres of land along the main road at coordinates 27°18'30.19"N, 88°35'4.68"E, Elevation: 935 mtr MSL.

Also located in Zone-1, the Ranipool/Jalipool STP is a 1.27 MLD FBR with RAS based treatment plant operating at coordinate 27°17'25.74"N, 88°35'40.90"E. Elevation: 850 mtr MSL.

The Lower Sichey STP, serving Zone-IV, is a 3.9 MLD FAB unit commissioned in 2017 and located at 27°20'2.55"N, 88°35'48.59"E, Elevation: 1098 mtr MSL. It is equipped with a centrifuge and a sludge drying beds.

The Syari STP in Zone-II is a 1.6 MLD Sequencing Batch Reactor (SBR) plant commissioned in 2021 and located at 27°17'48.17"N, 88°36'16.37", Elevation 915 mtr MSL. The plant includes an collection tank with aeration, 2 nos reactor tank, and a screw-press unit for sludge dewatering.

The Tathangchen STP, located in Zone-III, is a new 3.25 MLD SBR-based unit located at coordinate 27°19'35.86"N, 88°37'56.86"E, Elevation: 1170 mtr MSL. Its process layout is similar to the Syari STP.

In a landmark judgment passed on April 30, 2019, in the matter of OA No. 1069/2018 the Hon'ble National Green Tribunal (NGT) issued stringent directions aimed at improving the



performance of Sewage Treatment Plants (STPs) across the country. This ruling stemmed from widespread concerns over pollution of rivers and water bodies due to the discharge of sub-standard treated effluent from urban and semi-urban STPs.

The Hon'ble NGT observed that the prevalent general effluent discharge standards were often insufficient to protect the receiving water bodies, especially when these waters were being used for drinking, bathing, irrigation, or supporting aquatic life. It was therefore, directed that more stringent discharge norms be uniformly adopted across all states, including revised limits for BOD (≤ 10 mg/L), TSS (≤ 10 mg/L), faecal coliform (≤ 230 MPN/100 mL), TN, and phosphorus, particularly for Class A and B water bodies. (refer to Hon'ble NGT order passed on April 30, 2019)

As a result, many existing STPs including in Sikkim may be found to be technically inadequate or under-designed to consistently meet these revised and tighter effluent norms, especially in terms of nutrient removal and pathogen control. Consequently, there is now a pressing need for comprehensive assessment, upgradation, and retrofitting of existing treatment infrastructure to align with the standards mandated by the Hon'ble Tribunal. This includes incorporation of both better secondary as well as tertiary treatment units, improved sludge handling, robust monitoring mechanisms and also incorporating annual maintenance contract to proposing firms.

The ruling underscores the national priority of ensuring environmentally compliant sewage management and protecting the integrity of India's natural water systems. States have been directed to prepare action plans to upgrade their sewage treatment infrastructure accordingly and ensure continuous compliance under the oversight of pollution control boards and the tribunal itself.

1.3 Key Components (SCOPE) of the Work Include:

- i. ***Comprehensive Site Survey and Investigation:*** Undertaking detailed topographical and geotechnical surveys of the existing Sewage Treatment Plants (STPs) located at Adampool, Sichey, Jalipool, Syari, and Tathangchen, along with hydraulic profiling of influent and effluent characteristics.



- ii. **Condition Assessment of Existing Infrastructure:** Evaluation of the structural, mechanical, electrical, and instrumentation components of each STP to determine operational bottlenecks, equipment deterioration, sludge management issues, and gaps in meeting regulatory standards.
- iii. **Technology Review and Upgrade Proposal:** Assessing the suitability and performance of the currently adopted treatment technologies (e.g., Trickling Filter, FBR-RAS, FAB, SBR, etc) and recommending upgrades or retrofits to meet the latest effluent discharge norms as per Hon'ble NGT 2019 discharge standards/ CPCB guidelines, with a focus on nutrient removal, energy efficiency, and ODF+ and faecal sludge co-treatment capabilities.
- iv. **Sludge Handling System Modernisation:** Designing improved sludge management systems including thickening, dewatering, drying beds, and hygienic disposal/reuse options, in compliance with the Solid and Liquid Waste Management (SLWM) rules.
- v. **Electromechanical and SCADA-IoT Integration:** Upgradation of electrical panels, standby power supply, and automation systems through integration of SCADA/IoT-based controls to allow remote monitoring, fault detection, and real-time compliance reporting to SPCB.
- vi. **Odour and Noise Control Measures:** Proposing design features for odour suppression, aesthetic landscaping, and noise reduction, particularly in STPs located near residential areas such as Adampool, Sichey and Jalipool.
- vii. **Provision for Co-treatment of Faecal Sludge (FS):** Exploring and integrating design solutions for faecal sludge and septage co-treatment using existing infrastructure at selected STPs (e.g., Adampool etc.), including screening, grit removal, stabilization, and drying options.
- viii. **Upgradation of Sewer Interception and Pumping Infrastructure (if applicable):** Mapping upstream networks and proposing improvements in sewer networks, flow balancing tanks, and diversion structures, if found deficient during the survey.



- ix. **Preparation of Detailed Project Report (DPR):** Developing a comprehensive DPR including engineering and structural designs, CFD (computational fluid dynamic) model, hydraulic calculations, BOQs, technical specifications, implementation strategy, phasing plan, and cost estimates, as per prevailing standards, guidelines and codes including but not limiting to IS 3370 2021, IS 456 2000, IS 1893 2016, IS 13920 2016, CPHEEO Manual, NRCD and NMCG guidelines, SOR 2020.
- x. **Annual Comprehensive Maintenance Contract (ACMC):** Proposing a structured ACMC plan for 5 years post-commissioning, covering 24X7 routine and preventive operation and maintenance, manpower deployment, spare parts management, energy audit, maintaining necessary logbooks on a daily basis, keep records of internal and external testing from NABL accredited Laboratory/ renowned Technical institutes, and submit periodic reports as required and as directed by the PHE Department and Pollution control boards and other regulatory bodies, etc. and compliance with SPCB consent conditions.

Project Context and Additional Considerations:

This initiative aims to ensure sustainable, reliable, and regulation-compliant sewage treatment for the Gangtok urban area. The project's scope traverses hilly and geologically sensitive areas, necessitating special engineering measures such as earthquake resistant, anti-erosion foundations, landslide-resilient anchoring of pipe networks, and climate-resilient STP components.

Additionally, STPs are located in ecologically sensitive, high earthquake zones and high rainfall zones, where stormwater intrusion, inflow variability, and accessibility during monsoon must be factored into the redesign. Coordination with allied urban systems under Gangtok Smart City and AMRUT is also required to ensure network integration and digital monitoring. ***Given the project's multifaceted nature, a thorough investigation, exploration and evaluation of all listed elements is essential.***



2. RFP OBJECTIVE:

- (a) The objective of this Request for Proposal (RFP) is to identify and shortlist technically competent and financially capable firms or contractors, with a proven track record in wastewater management, for undertaking the *Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen* under Gangtok Sewerage System.
- (b) The selected firm, whether applying individually or as a Consortium of Companies/Joint Venture (JV), shall, in the first-stage proposal, be required to submit a **comprehensive technical proposal**. The proposal shall clearly outline: the firm's understanding of the scope of work, the proposed methodology, relevant experience in similar projects (preferably in hilly/mountainous terrain), and a preliminary conceptual plan. This proposal will be presented before the **Evaluation Committee constituted by the Public Health Engineering Department (PHED), Government of Sikkim**, for assessment and shortlisting of firms to be invited for submission of the second-stage proposal.
- (c) To ensure that the upgraded STPs meet the latest effluent discharge norms set by the Hon'ble National Green Tribunal (NGT) and the Central/State Pollution Control Board (CPCB), with particular attention to BOD, COD, TSS, Nutrients, and faecal coliform limits.
- (d) To assess the technical feasibility of incorporating co-treatment of faecal sludge and septage within the existing STP infrastructure, thereby improving overall sanitation management in alignment with ODF++ and SBM Urban guidelines.
- (e) To evaluate and propose energy-efficient, cost-effective, and climate-resilient solutions for plant upgradation, particularly in view of the region's hilly terrain, high rainfall, and seismic vulnerability.
- (f) To develop a robust plan for 5 years Annual Comprehensive Maintenance Contract (AMC) that includes preventive and corrective maintenance, capacity building of local staff, and implementation of real-time monitoring systems (e.g., SCADA/IoT) to ensure uninterrupted 24X7 operation and regulatory compliance.



3. TERMS OF REFERENCE

- (a) The Firm/Consortium shall undertake the design of the upgraded STPs in accordance with relevant IS Code which includes but not limited to (IS 3370 2021, IS 456 2000, IS 1893 2016, IS 13920 2016 etc.), CPHEEO Manuals, and NMCG/NRCD guidelines, ensuring compliance with the latest CPCB/NGT or regulatory effluent discharge norms.
- (b) A comprehensive condition assessment of each STP (civil, mechanical, electrical, instrumentation) must be carried out to evaluate existing infrastructure, identify deficiencies, and propose suitable retrofitting or replacement.
- (c) Detailed topographical and geotechnical investigations must be conducted at all sites to support the structural and hydraulic redesign of critical components, including inlet works, biological units, and sludge handling systems.
- (d) A topographical Survey of each site and the surrounding catchment (if applicable) shall be conducted to prepare accurate base maps, evaluate site constraints, and facilitate optimal design layout.
- (e) The proposed upgradation solutions must incorporate environmentally sustainable technologies that minimize land use, reduce energy consumption, and ensure long-term operability in hilly and high rainfall conditions.
- (f) All construction materials and equipment proposed in the DPR must conform to the relevant IS standards and should be selected with due consideration for durability, ease of maintenance, and availability in the region.
- (g) The final DPR along with CFD model must be subjected to third-party technical vetting by a reputed technical institute or accredited organization, with the cost of vetting to be borne by the selected Firm/Consortium.
- (h) The Firm/Consortium shall also prepare a detailed plan and cost estimate for a 5-year Annual Comprehensive Maintenance Contract (ACMC), covering 24X7 preventive and corrective operation and maintenance, manpower deployment, spare parts, and operational reporting.
- (i) Any other ancillary works or assessments, including SCADA-IoT integration, co-treatment FSM feasibility, and public interface infrastructure, required to achieve the project's objective of ensuring reliable, compliant, and sustainable sewage treatment, must also be undertaken.



4. GUIDELINES FOR PREPARATION OF REQUEST FOR PROPOSAL (RFP)

4.1 Preliminary Details:

- (a) The Request for proposal (RFP) for first stage shall be submitted strictly using the prescribed formats enclosed with this notice. The complete application must be uploaded as a single compiled document on the official e-tendering portal: www.sikkimtender.gov.in.
- (b) Applicants are required to provide the following details:
 - Full legal name of the firm, date of establishment, and type of organization (e.g., Individual, Proprietorship, Partnership, Private Limited, or Limited Company).
 - Details of any affiliated or associate firms, along with their respective years of establishment.
 - In the case of Joint Ventures (JVs) or partnerships, relevant legal documentation and authorization letters from competent authorities must be submitted.
- (c) The applicant must furnish complete and up-to-date contact information, including:
 - Registered Office Address and Business/Operational Address
 - Telephone and Fax Numbers
 - Official Email Address
- (d) If the applicant firm is a successor entity or evolved from previously existing organizations, the names of those predecessor firms and their respective years of establishment must be disclosed.
- (e) A list of Principal Contacts must be provided, clearly identifying individuals authorized to take policy decisions and enter into contracts on behalf of the applicant firm.
- (f) All the above details must be submitted in the prescribed formats provided (i.e., Form A to Form N). Incomplete or improperly filled forms may result in disqualification.



4.2 Mode of Selection:

The Department reserves the right to:

- (a) Modify the scope and value of any contract(s) and restrict proposals to firms that meet the criteria.
- (b) Accept or reject any proposal without any obligation to provide justification.
- (c) Cancel the proposal process and reject all applications without assigning any reason.

4.3 Qualifying requirement of Proposers:

- (i) Financial Credentials:
 - Proposers must submit audited balance sheets for the last five financial years, certified by a Chartered Accountant.
- (ii) Financial Turnover:
 - The average annual financial turnover from similar works should be at least **₹2.00 crore** over the last three financial years (ending 31st March of the previous financial year).
 - The bidder must have successfully completed at least one similar project valued at **₹ 1.0 crore or more**.
- (iii) Consortiums & Joint Ventures:
 - Entrepreneurs, whether applying individually or as part of a consortium/joint venture, must collectively meet the specified financial criteria.
- (iv) Profit and Loss Statements:
 - Audited profit and loss statements as of 31st March of the previous financial year must be submitted.
- (v) Registration Requirement:
 - In the case of joint ventures or partnerships, the lead member must be registered with the Government of Sikkim.
- (vi) Solvency Certificate:
 - A latest solvency certificate of at least **₹ 2.00 crore** must be submitted



4.4 Location and Site Details:

(a) Location

- The project site is located within Gangtok district, in the state of Sikkim, India, situated in the eastern Himalayan region.
- Gangtok city, the state capital, lies at an elevation of approximately 1,650 metres above mean sea level (MSL).
- The area is accessible by road and is approximately 124.5 km from Bagdogra Airport and 125 km from New Jalpaiguri Railway Station in West Bengal. (<https://gangtokdistrict.nic.in/>)

(b) Terrain

- The terrain is highly rugged, with steep slopes and complex topography.
- Elevation ranges from 300 m in the southern foothills to over 8,500 m in the northern highlands, resulting in diverse ecological and construction conditions.

(c) Geographical Coordinates

- The **broader project area** falls within the following coordinate range:
 - Latitude: 27°18' 30"N to 27°19' 30"N
 - Longitude: 88°37'50"E to 88°35'38"E

(d) Climate

- The region exhibits a predominantly cool and humid climate influenced by the South-West monsoon.
- Climatic zones vary with elevation — from sub-tropical in lowlands to alpine in the highlands.

(e) Temperature Range

- Summer (May to August): 18°C – 25°C (mid-altitude regions)



- Winter (December to February): 4°C – 11°C in temperate zones; lower in alpine areas

(f) *Rainfall & Humidity*

- Average Annual Rainfall: 3,494 mm in Gangtok; can exceed 5,000 mm in wetter years
- Highest rainfall occurs in July; monsoon season spans from late May to early October
- Relative Humidity: 63% – 90%
- Rainy Days (≥ 2.5 mm): Up to 184 days per year in Gangtok
- Daily Sunshine: Approximately 8 hours on average
- Frequent fog from May to September

(g) *Connectivity*

By Air

- Nearest Airport: Bagdogra Airport, West Bengal
- Well-connected to major cities across India
- Approximate Distance from Gangtok: 124.5 km (accessible by road)

By Rail

- Nearest Railway Station: New Jalpaiguri (NJP), West Bengal
- Linked via broad-gauge railway to major Indian cities
- Approximate Distance from Gangtok: 125 km (road access)

(h) *Site-Specific Sewage Treatment Plant (STP) Locations*

a. Adampool STP Complex (Zone-I)

- Coordinates: 27°18'30.19"N, 88°35'4.68"E
- Elevation: 935 m MSL

b. Ranipool/Jalipool STP (Zone-I)



- Coordinates: 27°17'25.74"N, 88°35'40.90"E
- Elevation: 850 m MSL
- c. Lower Sichey STP (Zone-IV)
 - Coordinates: 27°20'2.55"N, 88°35'48.59"E
 - Elevation: 1,098 m MSL
- d. Syari STP (Zone-II)
 - Coordinates: 27°20'2.55"N, 88°35'48.59"E
 - Elevation: 915 m MSL
- e. Tathangchen STP (Zone-III)
 - Coordinates: 27°19'35.86"N, 88°37'56.86"E
 - Elevation: 1,170 m MSL

4.5 Expected Feedback in Request for Proposal (RFP):

Prospective entrepreneurs/firms are required to submit their applications in the prescribed formats (Forms A to N), clearly demonstrating their technical capability and financial strength to undertake the assignment related to:

Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System.

In addition to the mandatory technical and financial submissions, applicants are encouraged to provide insightful suggestions and innovative strategies that will enhance the operational sustainability and treatment performance of the STPs. Inputs may cover but are not limited to the following:

Key Areas for Expected Feedback:

- a) Innovative and Sustainable STP Upgradation Approaches
 - Use of proven modern, energy-efficient technologies.



- Modular designs for phased upgradation.
- Proposals for achieving compliance with the latest Hon'ble NGT/CPCB effluent discharge norms
- b) Hydraulic and Process Optimization
 - Improvements in inflow distribution, sludge handling, and biological treatment efficiency
 - Suggested upgrades for flow equalization, aeration systems, or digester performance
 - Development of a **Computational Fluid Dynamics (CFD) model** to assess and optimize hydraulic and process performance.
- c) ACMC Strategy and O&M Improvements
 - Robust and cost-effective ACMC framework for 5 years
 - Capacity-building plans for plant operators and staff
 - Digitized monitoring, SCADA integration, or IoT-based performance tracking
- d) Survey and Investigation Methodology
 - Topographical and hydrological survey methodology
 - Identification of constraints such as terrain, access, and land availability
 - Existing asset condition assessment framework
- e) Adaptation to Local Context and Challenges
 - Design resilience to hilly terrain, high rainfall, and environmental sensitivities
 - Rainwater or stormwater diversion strategies
 - Climate-resilient design considerations
 - Integration of local cultures, traditions, and customs into planning, design, and operation to ensure community acceptance and participation.
- f) Institutional Strengthening and Capacity Building
 - Proposals for improving institutional readiness for ACMC implementation
 - Recommendations for stakeholder engagement and behavioural change campaigns
- g) Integration with Urban Infrastructure
 - Scope for co-treatment of septage or faecal sludge and FSM overview.
 - Linkages to decentralized networks or reuse applications (e.g., non-potable reuse for horticultures as well as for industrial uses).



5. GENERAL RULES AND CONDITIONS OF CONTRACT

(Referred to in paragraph 9.6 and 9.7 of Sikkim Public works manual 2009)

5.1 Standard Conditions of Contract:

Definition's:

1. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Sikkim and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - ❖ *The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.*
 - ❖ *The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.*
 - ❖ *The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.*
 - ❖ *The Governor means the Governor of Sikkim.*



- ❖ *The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Governor of Sikkim.*
 - ❖ *Government or Government of Sikkim shall mean the Governor of Sikkim.*
 - ❖ *Accepting Authority shall mean the authority, whom the power is delegated by the Government from time to time.*
 - ❖ *Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies' hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government. Damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.*
 - ❖ *Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedules to cover, all overheads and profits.*
 - ❖ *Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard Schedule of Rates of the Government, with the amendments thereto issued up to the date of receipt of the tender.*
 - ❖ *Department means Public Works Department or any Department of Government of Sikkim which invites tenders on behalf of the Governor as specified in delegation of power notified by the Government from time to time.*
 - ❖ *Tendered value means the value of the entire work as stipulated in the letter of award, Scope and Performance.*
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.



5. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender

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

8. Discrepancies and Adjustment of Errors.

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

- i. Description of Schedule of Quantities.
 - ii. Particular Specification and Special Condition, if any.
 - iii. Drawings.
- ❖ If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting Authority shall be the deciding authority with regard to the intention of the document and this decision shall be binding on the contractor.



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

Signing of contract



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

CLAUSES OF CONTRACT

CLAUSE-1. Recovery of Security Deposit

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

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

CLAUSE-2. Compensation for Delay

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



for every completed week that the progress remains below that specified in Clause 5 or that the work remains incomplete. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

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

CLAUSE-3. When Contract can be Determined

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

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if a receiver or a manager which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order.
- iii. If the contractor, has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv. If the contractor fails to complete the work within the stipulated date of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.



- v. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing to him in that behalf by the Engineer-in-Charge.
- vi. If the contractor commits any acts mentioned in Clause 24 hereof:
When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Sikkim powers:
 - a. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer in-Charge shall be conclusive evidence). Upon such determination or rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government. If any portion of the security deposit has not been paid or received it, would be called for and forfeited.
 - b. To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in same the manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have



been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Provided further that if any of the recoveries to be made, while taking action as per (b) and/or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

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

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



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

CLAUSE-5. Time and Extension for Delay

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

- 5.1 To ensure good progress during the execution of the work, the contractor shall in all cases complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.
- 5.2 If the work (s) be delayed by: -
 - a. Force majeure, or



- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike.
- e. Delay on the part of other contractors or tradesmen engaged by the Engineer-in-Charge in executing work not forming part of the contract, or
- f. Non-availability of stores, which are the responsibility of Government to supply or
- g. Non-availability or break down of Tools and Plant to be supplied or supplied by Government. or
- h. Any other cause which, in the absolute discretion of the authority executing the contract is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall, nevertheless, use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

CLAUSE-6. Measurement of work done

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

- ❖ All measurements of the items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.



- ❖ All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-Charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- ❖ If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the contractor.
- ❖ The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- ❖ The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.



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

CLAUSE-7. Payment on Intermediate Certificate to be regarded as Advances

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

All such interim payments shall be regarded as payment by way to advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed



or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which or relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect contract conclude, determine or affect in any way powers of the Engineer in-Charge or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

CLAUSE-8. Completion Certificate and Completion Plans

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



remove such scaffolding, surplus materials and rubbish etc and dispose of the same as the thinks fit and clean off such dirt as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE-8A Contractors to Keep Site Clean

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

CLAUSE-9. Payment of Final Bill

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

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

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

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



CLAUSE-10. Materials supplied by Government

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

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

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

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

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



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

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



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

CLAUSE-10A Materials to be provided by the contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge sample of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specification laid down or referred in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specification laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of, and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all



charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specification. The Engineer-in-Charge or his authorized representative shall, at all times, have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the work and the contract shall afford every facility and every assistance in obtaining the right to such access.

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

CLAUSE-11. Mobilization Advances

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

i. Advance for Materials

Mobilization advances not exceeding 15% of the estimated cost put to tender or 15% of tender value whichever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such advance, the contractor shall submit a Bank Guarantee Bond from State Bank of Sikkim or other Schedule Bank situated in Sikkim for the full amount of such advance being released. Such advance shall be paid in two instalments to be determined by the Head of Department at his absolute discretion. The first instalment of such advance shall be released by the tender inviting authorities. The second and subsequent instalments shall be released by the tender inviting authorities with the approval of Head of



Department only after the contractor furnishes a proof of the satisfactory utilization of the earliest instalment to the entire satisfaction of the Engineer-in-Charge.

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

ii. Plant and Machinery Advance:

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



in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for the replacement at site. Any amounts not recovered from the insurance shall be borne by the contractor.

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

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

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

CLAUSE-12. Dismantled Material Govt. Property



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

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

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

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

CLAUSE-14. Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have power to:

- i. make alteration in, omissions from, additions to, or substitution for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- ii. to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or



substitutions shall form part of the contract as if originally provided therein and any altered additional or substituted work which the contractor may be provided to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as thereafter provided.

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

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

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

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



actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.

- iv. If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub para (i) to (ii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the Government, issue rates of materials, with storage charges recovered, enhanced by two and a half per cent for profits and overheads shall be determined on the basis of market rate (s) prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.
- v. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (iv) above the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter giving due consideration to the rate claimed by the contractor, determine the rate on the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer in-Charge on the basis of market rate (s).

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

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

CLAUSE-16. Cancellation of Contract in Full or Part

16.1 If Contractor:



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

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

Being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture



holders or otherwise shall be appointed or circumstances shall arise which instituted the court or debenture holders to appoint a receiver or manager; or

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

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

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

On cancellation of the contract, in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not be completed, the loss or damage suffered by Government. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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



from the contractor, it shall be recovered in accordance with the provision of the contract.

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

CLAUSE-17. Suspension of work

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

- a) On account of any default on the part of the contractor or;
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof.

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

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

If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto



2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details, to the Engineer-in Charge within fifteen days of the expiry of the period of 30 days

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

CLAUSE-18. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall, at all times be open and accessible for inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the



superior officers, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for same force as purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles of specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge as demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE-19. Contractor Liable for Damages, defects during maintenance period

If the contractor or his working or servants shall break, deface, injure or destroy any part of building in which they be working, or any building, road, road kerb, fence



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

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

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied by the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under the conditions he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out work, and counting, weighting and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in Charge at the expense of the contractor and the expenses



may be deduction, from any money due to the contractor, under this contract or otherwise and/or from his security deposit.

CLAUSE-21. Recovery of Compensation paid to workmen

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

CLAUSE-22. Ensuring Sikkim Labour Protection Act 2005:

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

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



thereto and the rules made hereunder from time to time by the State Government.

CLAUSE-23. Responsibility of Contractor

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any unauthorized persons during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building thought completed is occupied illegally, the Engineer- in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay, in acceptance on the account will be treated as the delay in completion and for such delay a levy up to 5% tendered value of work may be imposed by the Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Chief Engineer, through a notice, may require the contractor remove the illegal occupation any on or before construction and delivery.

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

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

CLAUSE-25. Reasonable compensation

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

CLAUSE-26. Changes in Firm's Constitution to be intimated



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

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

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

CLAUSE-28. Settlements of Disputes and Arbitration

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

- i. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly, within 15 days, request the Superintending Engineer to give in writing instructions or decision within a period of one month from the receipt of the contractor's letter.
- ii. If the Superintending Engineer fails to give his instructions or decision in writing within the foreside period or if the contractor is dissatisfied with the instruction or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give



notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- iii. Except where the decision has become final, binding and conclusive in terms of Sub-para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, in charge of the work or if there be no Chief Engineer, the Administrative Head shall function in this behalf. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him in all cases where the total amount of



the claims by any part exceeds Rs. 1, 00, 000/- the arbitration shall give reasons for the award.

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

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

CLAUSE-29. Contractor not to cause public inconvenience

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

CLAUSE-30. Lump sum Provision in Tender

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

CLAUSE-31. Action where Specifications are not specified

In the case of any work for which there is no such specification as referred to in clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as



per standard specifications. In case there are no such specifications, the works should be carried out as per the requirements and direction of the Engineer-in-Charge.

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

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

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



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

CLAUSE-33. Lien in respect of claims in other Contracts

Any money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through the Engineer-in-Charge against any claim of the Engineer-in-Charge or the Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by competent court, as the case may be, and that the



contractor shall have no claim for interest or damages whatsoever, on this account or on any other ground in respect of any sum of money withheld or retained, under this clause and duly notified as such to the contractor.

CLAUSE-34. Return of Surplus Materials

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

CLAUSE-35. Hire of Plant and Machinery

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



loss or damage caused to the plant and machinery either during transit or site of work.

CLAUSE-36. Condition relating to use of asphalt materials

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

CLAUSE-37. Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff and Employees.

- i. The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualification and experience shall not be lower than specified in the Enlistment Rules. The Engineer-in-Charge shall within 15 days of



receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time, be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause from the date of decision of the tender. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to provide principal technical representative, but he shall have to designate and appoint a responsible agent to represent him and to be present at the work in his absence. All the provisions applicable to the principal technical representative under the clause shall also be applicable in such a case to contractor or his responsible agent. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site at least on two working days every week during the important stages of execution of work, at the time of recording of measurements of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in -Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instruction and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as



per the conditions of contract and the decision of the Engineer-in-Charge as recorded in the site order book and measurements recorded in Measurement Book shall be final and binding on the contractor. Further, if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full power to suspend the execution of the work until such date when a suitable agent is appointed and the contractor shall be held responsible for the delays so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every running account bill/final bill and shall produce evidence, if required, at any time, by the Engineer-in-Charge.

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

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

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

CLAUSE-38. Levy/Taxes payable by contractor

- i. Value Added Tax, Income Tax as per the provision of Law or any other taxes on materials, royalties and other cess imposed by the Government in respect of this contract shall payable by the contractor based on the rate applicable at the time of payment and not as per the relevant Schedule of Rates or Analysis of Rates and the Government shall not entertain any extra claim whatsoever in this respect.



- ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, aggregates, sand etc. from local authorities.
- iii. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not at any time, become payable by the contractor to the State Government/local authorities in respect of materials used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it has the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

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

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

CLAUSE-40. Termination of Contract on death of contractor

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

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

The contractor shall not be permitted to tender for works in the circle (responsible for award and execution of contracts) in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer, Assistant Engineer and Junior Engineer (all inclusive). He shall also intimate the name



of persons working with him in any capacity or are subsequently employed by him and who are near relatives to any of the above officials. Any breach of this condition by the contractor, shall render him liable to be removed from the approved list of contractors of the Government.

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

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

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in Engineering Department of the Government shall work as a contractor or employee of a contractor for a period of two years, after his retirement from Government Service without the previous permission of Government in writing. This contract is liable to be cancelled, if either, the contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of the Government as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.

CLAUSE-43. Return of Material and Recovery for Excess Materials

- i. After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance-(see clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder: -
 - a) Quantity of cement and bitumen shall be calculated on the basis of quantity of cement and bitumen required for different items of work as shown in the Schedule of Rates (SoR) and Analysis of Rate (AoR) approved by the Government. As all the permissible shortages are already accounted in the AoR and SoR, no wastages are permissible. If any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Heads of Department.
 - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by



Engineer-in Charge, including authorized lappages, chairs etc with reference to AOR and SOR.

c) As all the permissible shortages are already accounted in the AOR and SOR, no wastages are permissible. Theoretical quantity of G.I. and C.I. or other pipes, conduits, wires and cables, pig lead and G.I / M.S. sheets shall be taken as quantity actually required and measured.

d) For any other material as per actual requirements.

- ii. Over the theoretical quantities of materials so computed, a variation shall be allowed as specified. The difference in the theoretical consumption including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge to this effect shall be recovered at the rates double the issue rate of stock materials by the Engineer- in-charge within fifteen days of the issue of written notice by the Engineer-in Charge to this effect without prejudice to the provision of the relevant conditions regarding in return of materials governing the contract. Decision of Engineer-in Charge in regard to theoretical quantities of materials which should have been actually used as per the standard schedule of rates and recovery at rates specified above shall be final and binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.

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

CLAUSE-44. Compensation for Losses.

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-



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

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

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

CLAUSE-45. Releases of Running and Final Bills

When the contractor submits the bill for the work done which is in progress or after completion of the work, the contractor shall apply for the Labour Clearance Certificate to the Labour Department under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the labour clearance, shall forward the bills to the paying



authorities duly enclosing the certificate. However, if the contractor fails to obtain the clearance certificate from the Labour Department within three months, the Divisional Engineer shall inform the Labour Department about the work and shall not release the payment till the clearance is received. If no communication is received within six months, it will be deemed to have received the clearance certificate and the bills will be released if otherwise due. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Divisional Engineer. The contractor is required to submit the cash memo / bill from the authorized firm for all the materials privately arranged for the work. The contractor is also required to produce the clearances from Store Division and Mechanical Division before release of payment wherever applicable. The contractor is required to submit all the permits / royalty documents in original as a proof of materials actually been transported from designated quarry as per the distance indicated in the schedule of quantity and payment made by him.

CLAUSE-46. USES OF EXPLOSIVES

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



5.2 Particular Conditions of Contract:

In addition to the points outlined in the previous and other sections, the following terms and conditions shall apply for the submission of the Request for Proposal (RFP):

(i) Addendum to Clause 5, Section 5.2 – Applicability to ACMC Works

The provisions of Clause 5, Section 5.2 regarding delays caused by Force Majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, strikes, delays by other contractors, non-availability of stores, non-availability or breakdown of tools and plant to be supplied by the Government, or any other cause beyond the Contractor's control, shall mutatis mutandis apply to the Annual Comprehensive Maintenance Contract (ACMC) works as well.

Accordingly, upon the happening of any such event causing delay in the execution or performance of ACMC obligations, the Contractor shall immediately give written notice thereof to the Engineer-in-Charge. Notwithstanding such notice, the Contractor shall use his best endeavours to prevent, mitigate, or make good the delay and shall take all reasonable steps, to the satisfaction of the Engineer-in-Charge, to continue the maintenance and operation works under the ACMC.

(ii) Modification of Clause-19:

The provisions of Clause-19 of the General Conditions shall apply with the following additions:

Extended Maintenance Period:

In addition to the standard defect's liability period of twelve (12) months, the Contractor shall be responsible for the comprehensive maintenance and defect liability of the entire works, including civil, electrical, and mechanical components, for a further period of five (5) ACMC years from the date of issue of the Completion Certificate of Design-Build.

(iii) Addendum to Clause-38: Levy/Taxes Payable by Contractor

In addition to the provisions of Clause-38 of the GCC, the following shall also apply:

a) Goods and Services Tax (GST):

- The Contractor shall be solely responsible for payment of Goods and Services Tax (GST) applicable on works executed under this Contract.
- The Contractor's quoted rates shall be deemed inclusive of GST, unless otherwise specifically provided in the bid documents.



b) No Extra Claim:

- Any variation in GST rates, introduction of new taxes, or changes in statutory levies during the contract period shall be borne entirely by the Contractor.
- No additional claim on this account shall be entertained by the Employer.

(iv) **Applicability of RFP Documents**

Notwithstanding the provisions of the General Conditions of Contract (GCC), Particular Conditions of Contract (PCC), and Special Conditions of Contract (SCC), it is hereby clarified and agreed that all other sections, schedules, appendices, annexures, and instructions contained in the Request for Proposal (RFP) document shall form an integral and binding part of the Contract. The Contractor shall strictly adhere to and comply with all such provisions, requirements, and obligations. Any failure, omission, or non-compliance with any part thereof shall constitute a breach of Contract, entitling the Employer to exercise its rights and remedies as available under the Contract and applicable law.

(v) **Submission Requirements**

- The Request for Proposal (RFP) proposal Stage 1 must be submitted in a sealed envelope clearly marked:

" Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System." on the top left-hand corner.

- A non-refundable form fee of **₹50,000/-** (Rupees Fifty Thousand only) must be deposited via Bank Receipt at the State Bank of Sikkim, Gangtok, under the receipt head: **0215-01-800-OR (Other Receipts)** in favour of Public Health Engineering Department, Government of Sikkim.

(vi) **Bid Security**

- The RFP proposal must also include a **bid security deposit of ₹5,00,000/- (Rupees Five Lakh only)** in the form of either:
 - **TDR (Term Deposit Receipt) at State Bank of Sikkim, Gangtok, in favour of the Chief Accounts Officer, PHED, Government of Sikkim,**

OR



➤ **FDR (Fixed Deposit Receipt) from any Nationalized Bank.**

- The bid security shall be refunded upon successful submission of the DPR, subject to satisfactory field survey and investigation.
- The bid security will be forfeited if the DPR is found to be based on outdated, manipulated, or insufficient data, or lacking proper field validation.

(vii) Cost of Bidding

- All costs related to preparation and submission of the RFP including site visits, consultations, discussions, documentation, etc. shall be borne by the applicant and shall not be reimbursed by the Government of Sikkim under any circumstances.

(viii) Addendum to Clause 9A: Payment of contractor's Bill to Banks for overdrafts.

Payment Terms:

- The works are to be executed on a credit basis, and no interest will be payable on delayed payments. Payment will be made directly to the Firm's/Contractor's bank account through ECS (Electronic Clearing Service) upon recoupment of the bill. The GST number of the firm must be clearly stated/quoted in the tender.

(ix) Document Completeness & Submission Guidelines

- Incomplete or incorrectly filled applications will not be entertained.
- The language of submission shall be in **English**.
- All prescribed forms and annexures must be filled in full. If a section is not applicable, it must be clearly marked as "Not Applicable (N/A)".

(x) Authorization & Financial Declarations

- The RFP must be signed by an authorized representative:
 - In case of companies: a Power of Attorney supported by a Board Resolution must be enclosed.
 - In case of partnerships/firms: the document must be signed by all partners.
- All financial figures, cost estimates, and project values should be stated in Indian Rupees (INR) only.

(xi) Departmental Rights & Documentation Requirements

- The Public Health Engineering Department reserves the right to accept or reject any application, proposal, or suggestion at any stage without assigning any reason and without incurring any liability.



- Bidders/Proposers must submit sufficient and verifiable documentary evidence to demonstrate their technical competence, financial capacity, and experience relevant to the proposed assignment.
- The Request for proposal (RFP) document is non-transferable and shall be used solely by the entity to whom it is issued or downloaded.
- All submitted documents must be legible, clearly marked, and signed by authorized representatives of the bidder.
- Along with completed forms and schedules, applicants must enclose their latest company brochures, technical documents, and other relevant literature that highlight their expertise and qualifications.
- The Department may request clarifications, additional documents, or presentations from the bidders as part of the evaluation process; failure to comply may lead to disqualification.
- The Department reserves the right to verify submitted information through inspections, site visits, reference checks, or third-party validation including supervision at any time during the contract period.
- Incomplete, unsigned, or conditional applications may be rejected outright at the discretion of the Department.
- Any attempt by a bidder to influence the evaluation process through unsolicited communication or canvassing will result in immediate disqualification.
- All submitted materials shall become the property of the Department and will not be returned, regardless of the outcome of the selection process.
- The Department reserves the right to cancel or annul the EoI process at any time without incurring any obligation or liability.



5.3 Special Conditions of Contract (Upgradation and ACMC issues).

i. **Definitions addition:**

For the purpose of this Request for Proposal (RFP), the terms “*Bidder*” and “*Proposer*” shall bear the same meaning and may be used interchangeably. Any reference to “*Bidder*” or “*Proposer*” in this document shall include its plural and singular forms and shall equally apply to the entity or consortium submitting the proposal in response to this RFP. All verbs and related expressions (such as *bidding, proposing, submission of bid, submission of proposal, bid evaluation, proposal evaluation*) shall be construed to have equivalent meaning in the context of this RFP.

- ii. For the purpose of this Request for Proposal (RFP), the terms “User/CLIENT” and “Employer” shall bear the same meaning and may be used interchangeably. Any reference to “User/CLIENT” or “Employer” in this document shall include its plural and singular forms and shall equally apply to the Public Health Engineering Department or its authorized representative administering this Contract. All verbs and related expressions (such as direction by User/CLIENT, instruction of Employer, certification by User/CLIENT, decision of Employer) shall be construed to have equivalent meaning in the context of this RFP.

iii. **Definition of Employer and Engineer**

Notwithstanding anything contained in the General Conditions of Contract (GCC), for the purpose of administration and execution of this Contract, the following substitutions shall apply:

- a. The term “**Employer**” shall mean:

The Public Health Engineering Department, on behalf of the Governor of Sikkim represented by the Principal Chief Engineer/ Chief Engineer.

- b. The term “**Engineer in charge**” shall mean:

The Divisional Engineer, represented by the Assistant Engineer/Junior Engineer.

All powers, responsibilities, and obligations assigned under the Contract to the “Employer” and the “Engineer” shall be exercised by the aforesaid authorities.



iv. ***Interpretation and Precedence of Condition of Contract Documents***

- In the event of any conflict, inconsistency, or ambiguity between the provisions of the **General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Special Conditions of Contract (SCC)**: (i) The provisions of the **SCC** shall prevail over the GCC and PCC. (ii) The provisions of the **PCC** shall prevail over the GCC. (iii) The provisions of the **GCC** shall remain valid and binding for all clauses not specifically modified, supplemented, or overridden by the PCC or SCC.
- The Employer shall have the **sole authority to interpret** the provisions of the Contract in case of any dispute or ambiguity. Such interpretation, made in the **larger interest of the State**, shall be **final, binding, and conclusive** on the Contractor.
- The Employer further reserves the **absolute right to amend, modify, or supplement any clause** of the Contract Documents, including the GCC, SCC, or PCC, at any time during the currency of the Contract Agreement, and such amendment shall be binding upon the Contractor

v. ***Existing Structures of the Department applied to ACMC contract.***

- The Contractor shall **take full cognizance of all existing structures, installations, pipelines, electrical systems, and all other facilities** owned or operated by the Department at or near the project site.
- The Contractor shall exercise **due care to avoid any damage** to existing structures during execution, operation, and maintenance of the STP and associated works after the site has been officially handed over to the Contractor for the contract period.
- Any damage caused to the Department's existing structures or facilities due to negligence, mishandling, or failure to follow instructions shall be repaired or replaced by the Contractor at their own cost to the satisfaction of the Engineer-in-Charge.
- The Contractor shall coordinate all activities with the Department to ensure continued operation and safety of existing structures and shall take all reasonable precautions to prevent interference with normal Department functions.



- No additional payment shall be made to the Contractor for work necessary to protect, support, or interface with the existing structures; such work is deemed included in the Contract Price.
- vi. ***Performance Security/ Performance Guarantee***
 - Requirement of Performance Security/Guarantee:

The Contractor whose tender is accepted shall furnish a Performance Security in the form of a Bank Guarantee / Performance Guarantee, issued by a reputed bank or financial institution in favour of the Employer, for an amount equal to 5% (Five percent) of the tendered value of the ACMC work.
 - Breakdown and Rectification Obligations:

Under no circumstances shall the plant remain in a breakdown condition for more than three (3) hours. The Contractor shall attend to any breakdown immediately.

If the Contractor fails to do so, the Employer may have the defect rectified by an outside agency at the Contractor's risk and cost, with necessary deductions made from the Contractor's bills or Performance Security / Guarantee.
 - If the Performance Security is furnished in the form of a Bank Guarantee, the Employer shall have the right to invoke the Guarantee, in whole or in part, for recovery of any compensation, penalty, or other sums payable by the Contractor under this Contract. In such case, the Contractor shall, within ten (10) days of such invocation, arrange to restore or provide a fresh Performance Guarantee so that the full 5% Performance Security is maintained for the entire duration of the Contract.
 - Penalty for Delay in Rectification:

The Contractor shall rectify any breakdown within the stipulated time; failing this, a penalty of 0.5% of the Contract Price per week of delay, subject to a maximum of 5%, shall be imposed and may be recovered from the Performance Security / Guarantee.
 - Forfeiture of Performance Security / Guarantee:

In the event of non-performance, default, persistent delay, negligence, or failure to fulfil contractual obligations, including those specified above, the Employer shall be entitled to call upon or forfeit the Performance Security / Guarantee, in full or in part, as reasonably determined.
 - Refund / Release:



The Performance Security / Guarantee shall be released or refunded to the Contractor only after expiry of the prescribed period of Performance agreement.

- **No Interest Payable:**

No interest shall be payable by the Government of Sikkim on the Performance Security / Guarantee.

- **Costs of Performance Security:**

All costs associated with furnishing the Performance Security / Guarantee, including bank charges, issuance fees, or other related expenses, shall be borne entirely by the Contractor

- The Contractor shall **submit the Performance Guarantee**, in the form specified in this document, to the Employer after the award of the Contract and prior to the commencement of any work under the Contract.

vii. ***Duration and Extension of APMC***

- The Annual Comprehensive Maintenance Contract (APMC) shall initially be for a period of **five (5) years** from the date of commencement of operations under the contract.
- Subject to **satisfactory performance**, as determined by the Employer in its sole discretion, and **mutual agreement** between the Employer and the Contractor, the APMC may be **extended for a further period of up to five (5) years** on the same or revised terms and conditions as may be agreed in writing.
- Any extension shall be **documented through a formal written amendment to the contract**, signed by both parties, and shall become an integral part of the Contract Agreement.
- The decision of the Employer regarding performance and eligibility for extension shall be **final, binding, and not subject to dispute**.

viii. ***Addendum to clause 8A - Contractors to Keep Site Clean***

- The Contractor shall be responsible for maintaining the site and its surroundings in a neat and clean condition at all times during the APMC period. The Contractor shall strictly adhere to the prevailing Government rules on waste disposal, and all scrap materials shall be disposed of only in the designated scrap yard.
- The Contractor shall ensure that the STP and associated facilities are kept in good working and clean condition at all times, plan and undertake preventive



maintenance and cleaning at regular intervals, and carry out routine maintenance and cleaning activities daily.

- The Contractor shall coordinate with all other service providers as required, which may include **private firms appointed by GMC or services of other Government departments**, at no additional cost to the Employer. The cost/fees as imposed by authorities/firms of such coordination shall be borne entirely by the Contractor.
- ix. ***Addendum to clause 18 - Action in case Work not done as per Specifications and instructions of Employer/Engineer in charge.***
- All works, complaints, or instructions given by the respective authorities covered under the Annual Comprehensive Maintenance Contract shall be attended to on the same day. In case of delay in attending the work, the User/CLIENT will be at liberty to get the work done through any other agency, and the cost thereof shall be recovered from the contractor at the discretion of the User/CLIENT.
- x. ***Addendum to Clause-37: Employment of Technical Staff and Employees***
- The contractor/firm shall deploy the required number of skilled and unskilled workmen as specified in the tender document. The contractor shall also include in their bid proposal the **specific manpower**, equipment, and other resources **required for executing the APMC**, based on the actual site conditions along with nature of works and manpower shift distribution in 24 hrs. Immediately after the award of the contract, the contractor/firm shall intimate the names of the workmen employed for the tendered work, along with complete details, on the firm's letterhead, and enclose supporting papers of the technical capabilities of the workmen, wherever applicable, against the contract. The workmen so engaged against the contract shall maintain discipline inside the campus.
 - Personnel employed for operation of STP and related works should have prior experience in the operation, maintenance, and servicing of the respective systems and equipment. All personnel records shall be maintained by the contractor.
 - The workmen engaged by the contractor/agency shall work at their own risk. In case of any untoward incident or mishap, the contractor/agency will be liable, and the department will not be held responsible in any way.
 - The successful bidder shall provide the required technical manpower to execute specialized works.



- User/CLIENT shall not be responsible for releasing any benefits, such as salary, leave, provident fund, ESI, pensionary benefits, or allowances, to the staff employed by the contractor. The User/CLIENT will not be held responsible for any accident, injury, defective work, or any statutory levies imposed by the government during the validity period of the contract. Any excess payment due to changes in the Minimum Wages Act or other labour legislation during the contract period shall be borne by the contractor.
- The contractor shall ensure timely payment to its personnel deployed in the premises and comply with all statutory provisions relating to minimum wages, provident fund, and employees' state insurance, under intimation to the User/CLIENT. All obligations in connection with the workers employed for the contract, including wages (whichever is higher between Central and State Government), leave, salary, uniform, identity cards, ex-gratia, ESI, provident fund, workmen compensation, etc., shall be borne entirely by the contractor. The contractor shall liaise with the Labour Department of the State/Central Government and comply with all regulations in this regard.
- The contractor shall be fully responsible and shall indemnify the User/CLIENT with suitable insurance cover in the event of any damage to persons or property, injury, or death caused directly or indirectly due to the negligence of the contractor or his agents/employees. The decision of the User/CLIENT in this regard shall be final and binding.
- The contractor's personnel shall not claim any benefit, compensation, absorption, or regularization of services under the Industrial Disputes Act, 1947 or the Contract Labour (Regulation & Abolition) Act, 1970.
- In case of any default or failure by the contractor to comply with any of the terms/conditions, the User/CLIENT reserves the right to take necessary remedial measures, including deduction of amounts from dues payable to the contractor, security as well as performance guarantee or other recovery proceedings. The contractor shall indemnify the User/CLIENT against all claims in respect of manpower deployed. If any dispute arises involving the contractor's employees, it will be the contractor's primary responsibility to contest it. If the User/CLIENT is made a party to the dispute, the contractor shall reimburse actual expenses incurred by the User/CLIENT towards legal and other costs in advance.



- For any dispute, the decision of the User/CLIENT shall be final and binding. However, any legal dispute shall be settled through the court of law having jurisdiction in the State of Sikkim, and the contract shall be interpreted as per prevailing Indian laws.
- All disciplinary rules and regulations enforced at the premises shall be followed by the contractor's workforce during their presence on site. The successful contractor/firm/agency shall provide uniforms, safety kits, and other required protective equipment to its staff.
- The contractor shall comply with all existing labour legislations and applicable provisions, including but not limited to the Contract Labour (Regulation & Abolition) Act, the Workmen's Compensation Act, the Minimum Wages Act, the Payment of Wages Act, the Provident Fund Act, and the Employees State Insurance Act. The contractor shall be fully responsible for any lapse or breach in compliance, and shall indemnify the Department if held liable for such non-compliance.
- **Manpower deployed shall be polite, efficient, and maintain a positive image of the User/CLIENT and should respect and abide by local customs and norms.** Any misconduct, indecent behaviour, or suspicious activity will be dealt with seriously. Temporary identity cards may be issued to skilled labour/ operators/ supervisors by the Officer in charge of the plant for worksite access. No labour camp will be permitted on PHED premises. The contractor is solely responsible for accommodation and timely payment of wages. The contractor shall maintain a list of workers with photo ID, educational qualifications, and address proof before deployment. An attendance register shall be maintained on site and any modern attendance with record provisions may be employed. **Security of the site is the responsibility of the Contractor.** No person shall be permitted unauthorized access to the site without the prior explicit permission of the Engineer-in-Charge deployed by the Department. Any loss due to misconduct/theft by contractor's employees will be recovered from the contractor and may lead to termination of the contract. End-of-Day reports of work status and manpower deployed shall be submitted to the concerned User/CLIENT officer.

iv. ***Addendum to Clause 24- Work not to be sublet. Action in case of Insolvency:***



- The contractor shall not transfer, assign, or sublet the ACMC contract or any part thereof without written permission of the User/CLIENT, but may engage licensed agencies for specialized work.

v. *Addendum to Clause 20 -Contractor to supply Tools and Plants etc.*

- The contractor shall provide all necessary tools, plants, materials, equipment, and labour at his cost for ACMC work. No payment shall be made by the User/CLIENT for such provisions. The contractor shall supply, fix, and maintain all scaffolding, safety belts, ladders, and other safety arrangements at his own cost and remove them after completion of work without causing any damage to User/CLIENT's property.
- On-site storage space will be provided to the contractor subject to availability. Temporary sheds for storage may be erected by the contractor at his own cost with permission from the User/CLIENT. The contractor shall vacate such space when required without additional cost to the User/CLIENT. Any statutory charges for erection of sheds shall be borne by the contractor. All dismantled or replaced parts shall be handed over to the Engineer-in-Charge or his authorised representative with inventory list.

vi. *Reference to SPWD Manual 2009*

- All forms, formats, procedures, and standards relevant to the execution of the work, which are not specifically mentioned or provided in this Contract Document, shall be as per the SPWD Manual, 2009, or as amended from time to time.
- The Contractor shall be responsible for obtaining and complying with all such documents from the SPWD Manual, and no additional claim shall be entertained for costs or time arising from compliance with these requirements.

vii. *Power Supply and Fuel Requirements*

- The Contractor shall, at the DPR stage, design, calculate, and incorporate the estimated electricity requirements for operation of the STP and associated facilities, including the fuel requirements for standby DG sets. These costs shall be fully accounted for in the project design and duly reflected in the DPR, and the **Contractor shall bear all such costs during operation under all circumstances, including any escalation in electricity tariffs or fuel prices; the**



Employer shall not be liable for any expenditure in this regard during the ACMC contract period.

- During the operation and maintenance period, the Contractor shall **bear the full cost of electricity consumption and DG set fuel** required for the uninterrupted operation of the plant and associated facilities.
- The Contractor shall ensure that there is **no shortage of electricity** for the operation of the STP at any time. Standby DG sets shall be **maintained in sound working condition** to provide reliable backup power supply whenever required.
- Any failure in providing continuous power supply leading to plant downtime, system malfunction, or non-performance shall be treated as a **default of contractual obligations**, and deductions or penalties may be imposed from the Contractor's bills or Performance Security, as deemed appropriate by the Employer.
- The Contractor shall obtain and maintain all necessary permissions, connections, and clearances from the electricity supply authorities and statutory bodies, and shall liaise regularly with the power department to ensure uninterrupted and compliant electricity supply for the STP and associated facilities.
- The Contractor shall be fully responsible for the maintenance, repair, and replacement, as necessary, of all electrical installations and systems associated with the STP, including but not limited to panels, cabling, motors, control systems, transformers, and DG sets, as part of the Operation and Maintenance scope. All such works shall be carried out at the Contractor's cost to ensure reliable, safe, and efficient functioning of the plant.

Additional Provisions:

- If a bidder/tenderer quotes NIL charges, the bid shall be treated as unresponsive and rejected. Abnormally low bids shall be subject to scrutiny and may be rejected if the bidder cannot demonstrate capability to perform at the quoted price.
- In case of emergency work, no extra payment will be made for odd-hour duties.
- The contractor shall submit a preventive maintenance schedule for approval by the Chief Engineer, PHED, Sikkim (or his authorised representative) and ensure its proper implementation. All instructions issued to the contractor from time to time shall be complied with promptly, and necessary records of the actions taken shall be maintained in a logbook.



- Tenderers are required to visit the plant site to inspect the actual installations and assess the scope and quantum of work before submitting their bids. Submission of the bid will be deemed as confirmation that the tenderer has inspected and understood the complete work requirements for each system.
- The contractor shall prepare a service report for all maintenance jobs carried out and have it countersigned by the Engineer-in-Charge.
- The contractor shall carry out water testing at regular intervals as specified and instructed by the Department, and submit the test reports to the Engineer-in-Charge promptly. The cost of testing shall be borne by the contractor.
- The contractor shall provide a test certificate every month for effluent water, both before and after treatment, with testing carried out for BOD, COD, pH, TSS, O&G, and other parameters as required.
- The contractor shall maintain an up-to-date logbook, site test reports, and other required documentation as per IS standards. The contractor shall also be responsible for removal of excess sludge from the sludge holding tank, periodic cleaning of grease/sludge holding tanks, and disposal of grease/sludge outside the premises at their own cost.

Final Inspection as well as periodic inspection related to ACMC:

- After completion of upgradation work, final inspection shall be carried out by **the Chief Engineer, PHED, Sikkim, or his authorised representative**. Any defects attributable to the contractor shall be rectified by him/her at his/her own cost. If the contractor fails to do so, the User/CLIENT may get the work done at the contractor's risk and cost. Also, same such inspection will be carried out periodically under ACMC with the same conditions.



5.4 List of Approved Make for Civil Works

S/N	Item	Approved Make
1	Ordinary Portland Cement	ACC, Shree Cement, Ambuja, Birla (Vikram), UltraTech
2	Reinforcement Bars	Tata Steel, SAIL, RINL, Secondary Producer Rathi, Barnala
3	Synthetic Enamel Paints	Berger (Luxol Gold), Asian (Apolite), ICI Dulux (Gloss), Nerolac
4	Cement Paint / Paint / Distemper / Primer	Berger Paints, Nerolac Paints, Asian Paints, Shalimar Paints
5	Admixture for Concrete	Pidilite, Fosroc, Bostik
6	Epoxy Paint	Nerolac, Shalimar, Berger, Asian, Fosroc
7	Terrazzo Tiles (Precast)	Nitco, Gem, Modern, Hindustan, Johnson, Orient, Kajaria
8	Chequered Tiles	Nitco, Gem, Modern, Hindustan, Johnson, Orient, Kajaria
9	Waterproofing Compound	Fosroc (Fosroc Ltd.), Impermo (Snocem India), Cheseal (Overseas), Pidilite, Bostik
10	Paving Tiles / Paver Block	Nitco Prefab, Ultra KK, Terrafirma, Unistone
11	CC Kerb Stone	Nitco Prefab, KK Manhole, Terrafirma, Unistone
12	White Cement	Birla White, JK White, UltraTech
13	Structural Steel	SAIL, Tata, RINL, SRMB
14	Mild Steel Tubes	Tata, SAIL, ISCO, SRMB
15	Welding Electrodes	ESAB, Advani-Orlikon, Weld Alloy
16	Ready-Mix Concrete (RMC)	RMC, ACC, Birla, L&T (or other approved by Engineer-in-Charge). Contractor's own plant: Minimum 30 cum/hr capacity
17	TMT Fe 415/500	Tiscon, Iscon, RINL, SAIL, SRMB
18	Stainless Steel	Prism Engineers, Jindal Stainless Steel, Tata, JSW Steel
19	Glazed Ceramic / Non-	Nitco, Johnson, Somany, Kajaria



	skid Wall & Floor Tiles	
20	Vitrified Tiles (Normal / Double Charge / Anti-Skid)	Nitco, Johnson, Somany, Kajaria
21	PVC/UPVC Door Frames / Windows / Ventilators	Supreme, Rajshriplastwood, H.R. Enterprises, A2Z Infra Solutions, Elixir Metform, Bharat Win Solution

5.5 List of Approved Make for Aluminium Works

S/ N	Item	Approved Make
1	Aluminium	Indal, Hindalco, Jindal or equivalent
2	Masking Tapes	Suncontrol, Wonder Polymer
3	Stainless Steel Screws for Fabrication & Fixing	Kundan, Puja, Atul or equivalent
4	Proposed Treatment on MS Brackets	Galvanised Brackets as per IS:4759-1996, 610 gms/sqm (80–90 microns)
5	Stainless Steel Bolts/Washers/Nuts	Kundan, Puja, Atul or equivalent
6	Stainless Steel Pressure Plate Screws	Kundan, Puja, Atul
7	Stainless Steel Friction Stay	Earl Behari, Anand or equivalent
8	EPDM Gaskets	Roop, Anand or equivalent
9	6mm Thick Clear Float Glass	Modi, Saint-Gobain, Gujarat Guardian Ltd., Float Glass India
10	Weather Silicone (Make & Grade)	Dow Corning, Wacker, GE
11	PVC Continuous Fillet (Periphery Packing)	Roop, Anand, Forex Plastic
12	Powder Coating Material (Pure Polyester)	Berger, Goolless, Nerolac, Bostik, Shalimar, Asian, Fosroc
13	Laminated Reflective Glass	Glaverbel (Belgium), Saint-Gobain



5.6 List of Approved Make for Sanitary installation, water supply and drainage

S/N	Item	Approved Make
1	Sanitary Wares	Parryware, CERA, Jaquar, Hindware, Kohler
2	Bevelled Edge Mirror with PVC	Atul, Modi Guard, Saint-Gobain
3	GI / MS Pipes	Tata, GST, Jindal, Prayag
4	Brass / CP Brass Fittings	Marc, Jaquar, CERA, Kohler, Dripless
5	Stainless Steel Sink	Hindware, Nirali, Jindal, CERA, Kaff
6	Automatic Flushing Cistern	Parryware, CERA, Johnson CERA, Jaquar, Kohler, Hindware
7	Surgeon Mixers	Jaquar, Kohler, Hindware, CERA
8	GI Fittings	Tata, Jindal Pipe Ltd. (JPL), Unik, Zoloto
9	Plastic WC Seat Cover	Parryware, CERA, Jaquar, Hindware
10	Flush Valves	Jaquar, CERA, Kohler, Hindware
11	C.P. Accessories	Dripless, Parryware, CERA, Jaquar, Kohler
12	Gunmetal Valves (Fullway, Check, Globe)	Leader, Sant, Jaynam, Zoloto
13	Stoneware Pipes & Gully Trap	Perfect, Burn, Parry or equivalent
14	C.I. Double Flanged Sluice Valves	Kirloskar, IVC, Burn or equivalent
15	C.I. Double Flanged Non-Return Valves	Kirloskar or equivalent
16	C.I. Manholes	BC, RIF, NECO or equivalent
17	Ball Valves	Zoloto, IBP, ARCO or equivalent
18	Butterfly Valve	AUDCO or equivalent
19	Water Tank	Sintex, Polycon, Electoplast, Astral, Supreme (ISI Marked)
20	Water Pumps	Kirloskar, KSB, Harrison or equivalent



21	Float Valves	Prayag, Prima, Jainko
22	RCC Pipes	IHP or equivalent
23	Centrifugal Cast Iron Pipes (150mm / 100mm dia) & Accessories	NECO, RIF, HIF, HEPCO or equivalent
24	Stainless Steel Wash Basin & WCs	CERA, Hindware, Nirali, Jindal, Kaff
25	APP Membrane Sheet	STP, Fosroc, Bostik, Pidilite

Note: All items, whether listed above or not, regardless of make or brand, must be approved by the PHED before use.



6. RFP Response / Bidding Document

6.1 Content of Technical Response:

The bidding documents shall consist of the following components, including any addenda issued thereto: (except Form -M for 2nd Stage Financial Response)

6.2 Content of Financial Response:

The Financial Response shall consist solely of FORM-M (Bid Price Form).

Sl. No.	Particulars	Description
1	Notice Inviting Request for Proposal	Official notification inviting bids from interested and eligible parties.
2	Bid Proposal	Formal submission expressing the bidder's intent and commitment.
3	Instructions to Bidders	Guidelines for preparation and submission of bids.
4	Qualification Information & Other Forms	Documentation demonstrating compliance with eligibility and qualification criteria.
5	Company Profile	Background information, experience, and legal status of the bidding firm.
6	Approach & Methodology	Detailed plan for survey, investigation, design, and DPR preparation.
7	General Information (Form-A)	Basic details about the bidder, including contact and registration information.
8	Financial Position (Form-B)	Audited financial statements and financial standing of the firm.



9	Joint Venture Summary (Form-C)	Details of joint venture partnerships, if applicable.
10	Completed Similar Work (Form-D)	Information on similar projects completed in the past five years.
11	Work in Progress (Form-E)	List of ongoing projects and current commitments.
12	Financial Capability (Form-F)	Evidence of financial strength, including solvency certificates.
13	Technical Key Personnel (Form-G)	Details of qualified professionals and staff proposed for the assignment.
14	Litigation History (Form-H)	Information on past or present legal disputes and resolution, if any.
15	General Information (Form-I)	Any additional project-related or technical details deemed relevant.
16	Declaration Forms (Form-J & Form-K)	Legal and compliance declarations by the bidder.
17	Bidder's Authorization Certificate (Form-L)	Document authorizing the signatory to submit the bid on behalf of the firm.
18	Bid Price Form (Financial Bid) (Form-M)	Financial proposal including cost estimates submission.
19	Schedule of Events	Project timeline outlining key tasks and milestones.



6.3 Litigation History:

- The bidder shall provide accurate and complete details of any litigation, arbitration, or dispute resolution proceedings related to contracts executed within the last five years.
- The disclosure must include the nature of the dispute, parties involved, contract value, forum of arbitration or court, and the final or pending outcome.
- A consistent record of disputes ruled against the bidder or any joint venture partner may lead to disqualification from the bidding process.
- Failure to disclose material litigation history, or submission of incomplete or misleading information regarding disputes, shall be treated as misrepresentation and may result in rejection of the bid or termination of contract, if discovered later.
- Ongoing or unresolved legal proceedings that could materially impact the bidder's ability to execute the contract must be clearly disclosed.
- Bidders involved in litigation with any government agency, public sector undertaking, or multilateral development bank may be subject to additional scrutiny, and may be disqualified if such litigation reflects adversely on their financial or technical capability.
- In case of a Joint Venture or Consortium, litigation history must be provided separately for each partner/member

6.4 Disqualification:

The Department reserves the right to independently verify any documents submitted by the bidder. Disqualification may occur under any of the following circumstances:

- Submission of misleading, false, or fraudulent information in statements, forms, or supporting documents.
- Concealment, misrepresentation or non-disclosure of any material fact likely to affect the evaluation process.
- History of poor contractual performance, including contract abandonment, delays or termination due to non-performance.
- Consistent record of litigation, arbitration or dispute resolution resulting in adverse awards against the bidder or any consortium/joint venture partner.



- Evidence of financial failure, including insolvency, bankruptcy, or court-ordered liquidation.
- Debarment or blacklisting by any Government department, public sector undertaking, or funding agency.
- Non-compliance with statutory obligations, including applicable labour laws, tax filings, or environmental regulations

6.5 One Response per Proposer/Bidder:

- Each bidder shall submit only one Response for Proposal (RFP), either individually or as part of a joint venture or consortium.
- Participation in multiple submissions, whether directly, through a partner entity, affiliate, or in different consortium/joint venture configurations, shall result in the disqualification of all associated responses.
- A bidder submitting multiple responses, even under different names, affiliated firms, or group companies, will be deemed to have violated the single-response requirement.
- No bidder shall be allowed to modify or withdraw their submission to re-submit in another form once the response has been officially received.
- In the case of joint ventures or consortiums, each member is jointly and severally responsible for ensuring that no multiple or conflicting participation occurs under separate bids.
- Sub-consultants, vendors, or technical associates may be included in multiple bids only in a non-lead, non-core supporting role, provided this does not create a conflict of interest and is disclosed well in advance.
- Any attempt to circumvent this clause through informal arrangements or undisclosed affiliations will be treated as misrepresentation and may result in blacklisting or debarment.
- The Department reserves the right to conduct background checks or affiliation analysis to ensure compliance with this requirement



6.6 Cost of RFP Response:

- All costs associated with the preparation, submission, clarification, presentation, and follow-up of the Request for Proposal (RFP) shall be borne solely by the bidder/proposer, regardless of the outcome of the process.
- The Public Health Engineering Department shall not be liable for any costs, losses, or expenditures incurred by the bidder in connection with any aspect of the RFP process.
- This includes, but is not limited to, expenses related to site visits, consultations, travel, personnel deployment, documentation, legal advice, courier charges, printing, and data collection.
- No reimbursement or compensation will be made to the bidders for any reason, including cancellation, modification, or termination of the RFP process.
- Submission of an RFP shall be deemed as the bidder's unconditional acceptance of these terms.
- The Department shall not be held responsible for any delays or loss of documents in transit or non-receipt of submission by the due date and time.
- Bidders are advised to ensure that their submission is complete and submitted well within the deadline

6.7 Site Visit:

- Bidders are strongly encouraged to visit the project sites at their own cost and initiative to assess the actual site conditions, topography, accessibility, utilities, existing infrastructure, and environmental constraints prior to preparing and submitting their response.
- Such site visits shall be undertaken entirely at the bidder's own risk and responsibility. The Department shall not be liable for any injury, loss, or damage incurred during the visit.
- No claims or compensation shall be entertained on account of lack of familiarity with the site or existing conditions once the bid has been submitted.
- Bidders are expected to evaluate all physical, logistical, climatic, and regulatory factors that may affect the execution of the assignment.



- The Department may, at its discretion, facilitate coordination with the local authority or plant-in-charge for access to key locations, but it shall not be held responsible for any delays or access-related issues.
- Bidders shall be responsible for carrying out their own measurements, assessments, and verifications during the visit. No additional claims shall be admitted later for discrepancies found post-award.
- A Site Visit Certificate, duly signed by the authorized official, may be obtained as part of the submission to confirm that the visit was conducted.
- Participation in the site visit does not confer any right or preference in evaluation or selection.

6.8 Proposal Opening:

- The Public Health Engineering (PHE) Department will open all received proposals in the presence of authorized representatives of the bidders who choose to attend the opening session.
- Representatives attending the opening must carry a valid authorization letter from their respective firms and sign the attendance sheet as proof of presence.
- If the scheduled opening date falls on a public holiday, the proposals shall be opened on the next working day at the same venue and time, unless otherwise notified.
- The name of the bidder, the presence or absence of the required documents, and any other information the Department deems appropriate will be announced at the time of opening.
- No discussion or clarification related to the proposal contents will be entertained during the opening session.
- Late submissions (i.e., proposals received after the deadline) will not be opened and shall be returned unopened to the respective bidders.
- The Department reserves the right to reject incomplete, conditional, or non-conforming proposals during preliminary scrutiny.



6.9 Jurisdiction:

- Any legal disputes, claims, or proceedings arising out of or relating to this Request for proposal (RFP), including the contract or any matter connected therewith, shall fall under the exclusive jurisdiction of the competent courts at Gangtok, Sikkim, India.
- The RFP, contract and all related activities shall be governed, interpreted, and enforced in accordance with the laws of India, without regard to any conflict of law principles.
- In case of any dispute or difference arising between the parties concerning this RFP or the contract, the parties shall first attempt to resolve it amicably through mutual discussions within a specified time frame.
- If the dispute remains unresolved, it may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The place of arbitration shall be Gangtok, Sikkim, and the language shall be English.
- The decision of the arbitrator(s) shall be final and binding on all parties.
- The Department shall not be liable for any claim for damages or compensation arising out of bidder's failure to comply with the terms of this EoI

6.10 Format and Signing of Proposal:

- The Request for proposal (RFP) response shall be submitted in two separate stages:
 - ❖ Stage 1: Technical Response without Financial Response
 - ❖ Stage 2: The updated Technical Response and the Financial Response
- Both parts must be duly signed and submitted by the authorized representative of the bidder

6.11 Clarification on RFP:

- Any clarifications or queries regarding the contents of this Request for proposal (RFP) may be submitted via **email** to the address specified in the EoI Notice.
- All requests for clarification must be submitted in writing and must clearly reference the relevant section(s) of the RFP document.



- The Employer will only respond to queries received at least fifteen (15) days prior to the deadline for submission of the RFP.
- Responses to all substantive queries, including any clarifications or addenda, corrigenda, shall be shared with all prospective bidders through email or publication on the official portal (if applicable), without disclosing the identity of the inquiring party.
- No extension of the submission deadline shall be granted on the grounds of late receipt of queries or lack of awareness of issued clarifications.
- Verbal or telephonic inquiries will not be entertained or considered official; only written/email communication shall be accepted.
- It shall be the bidder's responsibility to regularly check for updates, addenda, corrigenda or clarifications issued by the Employer before submission.

6.12 Amendment of RFP:

- The Employer reserves the right to modify, amend, or supplement the contents of this Request for Proposal (RFP) document at any time prior to the submission deadline, by issuing addenda or corrigenda on the official website: www.sikkimtender.gov.in

Important Notes:

- Any addendum or corrigendum issued shall form an integral part of the RFP documents and shall be binding on all prospective bidders.
- The Employer may, at its discretion, extend the submission deadline to provide sufficient time for bidders to incorporate the modifications.
- Bidders are advised to regularly monitor the official website for updates or amendments. No separate communication may be sent individually.
- All bidders shall be deemed to have taken note of such modifications and are required to submit their responses in accordance with the revised RFP.
- Failure to comply with the amended provisions may result in rejection of the bid as non-responsive.
- The Employer shall not be held liable for any delay or non-receipt of information regarding such amendments by the bidders.
- In case of substantial changes, the Employer may also issue revised formats or instructions, which must be followed strictly.



7. Preparation of RFP Response.

7.1 Amendment of RFP Key Considerations before Submission:

- Bidders must carefully review all corrigenda, addenda, or amendments published with respect to the RFP document prior to submission.
- The original advertisement and the full RFP document must be read thoroughly to ensure complete understanding of the requirements, scope, and submission procedures.
- Bidders must strictly adhere to the prescribed submission structure, including the number of covers (envelopes), format, sequence, and content of documents.
- Any deviation from the specified format, such as missing forms, incorrect labelling, unsigned documents, or excess/deficient enclosures, may result in rejection of the bid as non-responsive.
- All documents must be neatly arranged, clearly indexed, and page-numbered to facilitate ease of reference during evaluation.
- Bidders must ensure that their RFP submission is complete in all respects, including supporting documents, certifications, signatures, authorizations, and declarations.
- Submissions must be made before the deadline, as late submissions will not be accepted under any circumstances.
- It is the sole responsibility of the bidder to ensure that their submission reaches the designated address or portal within the specified time frame.
- Bidders should also ensure that all financial data, technical details, and claims made in the proposal are verifiable and supported by documentary evidence.

7.2 Documents comprising the BID (2-Stage Proposal System):

The Request for Proposal (RFP) Response/Bid shall be submitted under a **two-stage proposal system**, in separate sealed envelopes or covers, as specified in the RFP instructions:

- **Stage 1 – Technical Proposal:** The First Stage process will consist of submission of a technical Proposal, without any reference to prices, following the evaluation of First



Stage Proposals, a Proposer that has submitted a sufficiently responsive Technical Proposal may be invited to attend a clarification meeting(s), during which the Proposer's Proposal will be reviewed. Any required Proposal-specific changes, additions, deletions and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the RFP Documents. Following the clarification meetings, Proposers may not be invited to submit Second Stage Proposals, if their First Stage proposals contain departures from the requirements to the extent that it cannot be expected to be responsive through the second stage RFP process. All other suitably qualified and eligible Proposers shall receive invitations to submit Second Stage Proposals. This shall include all documents required to establish the bidder's eligibility, technical qualifications, and proposed approach. **No financial information shall be included at this stage.** Any inclusion of price-related details in the Technical Proposal will lead to disqualification.

- **Stage 2 – Updated Technical and Financial Proposal:** The Second Stage process will consist of submission and evaluation of: (i), the updated technical part incorporating all changes required as recorded in the proposer-specific memorandum, and/or as necessary to reflect any Addenda to the RFP documents issued subsequent to the first stage; and (ii), the financial part. Only bidders whose Technical Proposal is found acceptable in Stage 1 will be invited to submit the updated technical proposal (if required) along with the Financial Proposal Bid/Rate Quotation. The Financial Proposal shall clearly indicate the rates and costs as per the format specified in the RFP.

Important Notes:

- All documents in both stages must be **signed and stamped by the authorized representative** of the bidder.
- The Employer will first evaluate the Technical Proposal in Stage 1. Only after technical compliance is confirmed will the bidder proceed to Stage 2, where the Financial Proposal will be opened and considered.

7.3 Submission Guidelines:

- Sealing & Marking of Bids



- The Technical Bid and Financial Bid must be sealed in separate individual envelopes during both stages.
- Each envelope must be clearly and boldly marked as follows:
 - ❖ Envelope 1: “TECHNICAL BID” – containing all documents related to eligibility, technical qualifications, and forms (refer section 6)
 - ❖ Envelope 2: “FINANCIAL BID” – containing only the bid price proposal in the prescribed format (refer section 6)

NOTE:

During the Second Stage proposal, both the sealed envelopes (Technical Bid and Financial Bid) must then be placed in a single outer envelope, which must be sealed and clearly labelled with the following details:

- Name of Work:
- Name of the Bidder: [Name of Firm/Consortium]
- Complete Address of the Bidder
- Contact Details: Phone number and email ID
- RFP Reference Number:

Submission Address:

To:

The Chief Engineer
Public Health Engineering Department (PHED)
Government of Sikkim
Gangtok – 737101
Sikkim, India

Important Note:

- Failure to seal and mark the envelopes properly as specified above may result in the disqualification of the bid.
- The Department shall not be responsible for misplacement or premature opening of bids due to improper sealing or labelling.
- Bids received after the prescribed deadline shall not be accepted under any circumstances.
- Bidders are advised to ensure timely submission and retain proof of dispatch/delivery



7.4 Bid Validity:

Bid Validity Period: All bids must remain valid for a period of 90 days from the last date of bid submission, as specified in the RFP notice.

Important Notes:

- A bid that is valid for less than 90 days shall be deemed non-responsive and will be rejected without evaluation.
- In case of any discrepancy between the bid validity period stated in the Bidder's undertaking and the one mentioned in the Form of Bid, the longer period shall be deemed applicable.
- If required, the bidder must provide written confirmation or additional security, such as an extension of bid validity or revised Form of Bid, to comply with the stipulated validity period.
- The Employer reserves the right to request an extension of the bid validity period prior to its expiry. Bidders shall not be permitted to modify the bid price or any other terms of the bid while extending the validity.
- A bidder may refuse the request to extend bid validity without forfeiting their bid security; however, such refusal shall render the bid non-responsive and ineligible for further consideration.
- Any bidder agreeing to the extension of bid validity shall also extend the validity of the bid security accordingly.

7.5 Forfeiture of Bid Security:

The bid security submitted by the bidder shall be forfeited (i.e., not refunded) under any of the following circumstances:

- **Withdrawal of Bid:** If the bidder withdraws, modifies, or attempts to withdraw their RFP Response/Bid after the bid opening but before the expiry of the bid validity period.
- **Failure to Sign the Agreement:** If the successful bidder fails to sign the contract/agreement within the specified time frame after issuance of the Letter of acceptance.



- Submission of False or Misleading Information: If it is discovered at any stage that the bidder has provided false, fabricated, or misleading information in the bid documents, forms, or declarations.
- Failure to Comply with RFP Conditions: If the bidder fails to comply with any of the terms and conditions specified in the RFP, which materially affects the bidding process or evaluation.
- Collusive or Fraudulent Practices: If the bidder is found to have engaged in any fraudulent, corrupt, coercive, collusive, or obstructive practices.
- In the event, bidder withdraws their offer before the bid opening, there shall be no forfeiture of the Bid security.



8. Bid Opening.

8.1 Bid opening and Evaluation:

- All received Request for proposal (RFP) Responses/Bids will be opened by the designated Bid Opening and Evaluation Committee at the specified date, time, and location as mentioned in the RFP notice or subsequent communication.
- If the scheduled bid opening date falls on a government holiday, the bids shall be opened on the next working day at the same time and venue, unless otherwise notified.
- Authorized representatives of the bidders may choose to attend the opening of the technical bids. They must carry a letter of authorization and sign the attendance sheet as proof of participation.
- During the opening, the Committee will announce the names of the bidders, verify the sealing and label of envelopes, and check the presence of key documents as per the submission checklist.
- The evaluation of bids shall be carried out in accordance with the eligibility criteria, technical qualifications, and financial responsiveness defined in the EoI document.
- The Employer reserves the right to seek clarifications or additional information from any bidder during the evaluation process. Failure to respond within the specified time may lead to disqualification.
- Any effort by a bidder to influence the bid evaluation process or outcome may result in rejection of the bid and forfeiture of the bid security

8.2 Bid opening Procedure:

The Bid Opening and Evaluation Committee shall adopt a structured and transparent approach for opening and evaluating the bids, as detailed below:

Step 1: Verification of Compliance

- The Committee shall verify whether each bid has been submitted in accordance with the submission guidelines outlined in Section 7.
- This includes checking for completeness, proper documentation, and adherence to prescribed formats.



Step 2: Rejection of Non-Compliant Bids

- Any bid found to be non-compliant with the requirements of Section 7 shall be summarily rejected.
- Such bids will not be considered for further evaluation, and the decision of the Committee in this regard shall be final and binding.

Step 3: Opening and Evaluation of Technical Bids in Stage 1:

- The Technical Bids shall be opened at this stage.
- The evaluation will be carried out in accordance with the evaluation methodology and criteria specified in Section 9 of the bidding document.
- The Committee may seek clarifications, if necessary, without allowing any material alteration of the bid.

Step 4: Notification of Technically Qualified Bidders in Stage 1.

Upon completion of the technical evaluation, the Committee shall:

- Prepare and publish the list of technically qualified bidders, along with reasons for disqualification of others (if applicable).
- Arrange an **evaluation and consultative meeting** with each qualified prospective bidder, where the bidder shall be called to discuss their Technical Proposal. During this meeting, the Committee may seek clarifications, suggest modifications, or request alterations on any required Proposal-specific changes, additions, deletions and other adjustments to the Technical Proposal to ensure compliance with the RFP requirements.
- Issue a formal notification to the technically qualified bidders, inviting them to participate in the **second-stage proposal**, which includes the submission of the updated Technical Proposal (if required) and the Financial Bid. The notification shall specify the date, time, and venue (or online link, if applicable) for submission of the second-stage updated Technical Proposal and Financial Bid.

Step 5: Securing of Second Stage updated technical and Financial Bids

- The same verification, opening and evaluation process as stated in previous Steps will be followed for second stage proposal.
- In respect of bids that meet the technical compliance criteria, the Financial Bid envelopes shall:
 - ❖ Be signed and sealed by all members of the Committee to ensure integrity.



- ❖ Be placed in safe and secure custody until the designated time for opening.

Step 6: Confidentiality and Fairness

- Throughout the process, the Committee shall maintain strict confidentiality and impartiality.
- No information related to bid contents, scores, or internal discussions shall be disclosed to unauthorized persons until the entire evaluation process is concluded and final results are declared.

8.3 Opening of Financial Bids:

- The Financial Bids of only those bidders who are declared technically qualified will be opened on the notified date and time, as communicated in the official notification issued by the Committee.
- All technically qualified bidders will be formally notified in advance, specifying the date, time, and venue (or online meeting link, if applicable) for the opening of Financial Bids.
- The opening of Financial Bids shall be conducted in the presence of the bidders or their authorized representatives who choose to attend. Attendance will be recorded.
- Each Financial Bid will be opened one at a time and the quoted amounts (including total price and applicable components such as taxes, discounts, etc., if relevant) shall be announced and recorded in the bid opening minutes.
- A Bid Opening Register will be maintained and signed by the Committee members and any attending bidder representatives to ensure transparency.
- No clarifications or alterations of Financial Bids shall be allowed during the opening session.
- The evaluation of Financial Bids will be conducted strictly as per the financial evaluation criteria and formulae outlined in the bidding documents, ensuring fairness and consistency.
- If two or more bidders quote the same financial offer and tie-breaking is required, the method specified in the bidding documents shall be applied.
- Upon completion of the financial evaluation, the Committee will prepare a comparative statement and recommend the bidder with the lowest (L1) evaluated responsive bid or as per the defined selection methodology.



8.4 Clarification of Financial Bids:

1. Request for Clarification:

- The Employer, at its sole discretion, may request a bidder to provide clarification on specific aspects of the Financial Bid, such as a detailed breakdown of unit rates, taxes, or any ambiguous entries, to facilitate proper examination and evaluation.
- All such requests and responses shall be made in writing, either in hard copy or via official email communication.
- Clarifications shall not be used as an opportunity to alter the substance of the original bid.

2. No Price Alteration:

- No changes in the quoted prices, rate components, or commercial terms shall be sought, offered, or permitted after bid submission.
- An exception may be made only in the case of arithmetic errors identified during the financial bid evaluation. Such errors shall be:
 - ❖ Corrected by the Committee in the bidding documents.
 - ❖ Notified to the bidder, with no opportunity for withdrawal or revision of the original bid.
 - If the bidder does not accept the corrected bid price, the bid may be rejected.

3. Bidder Communication Restriction:

- Any essential submission or clarification must be made strictly in writing and through the officially designated channel.

4. Consequences of Undue Influence:

- Any attempt by a bidder to influence the Employer's evaluation process, comparison of bids, or contract award decisions through lobbying, unsolicited communication, or inducements shall result in:
 - ❖ Immediate rejection of the bidder's proposal, and
 - ❖ Possible blacklisting or disqualification from future bidding processes, as deemed appropriate by the Employer.

5. Confidentiality and Integrity:

- All clarifications and evaluations will be conducted in a manner that preserves the confidentiality of the bid contents and ensures fair competition among all bidders.
- Only authorized personnel shall be involved in the clarification and evaluation process.



9. Evaluation of Technical Responses.

The Evaluation Committee shall assess the Technical Proposals of all bidders based on a structured marking system. The evaluation criteria along with their respective weightages are detailed below.

9.1 Qualification Criteria:

Sl. No.	Criteria	Mandatory (Y/N)
1	Company Profile	
	• Years of experience in the industry	Y
	• Legal status (Proprietorship, Partnership, Pvt. Ltd., etc.)	Y
	• Registration certificates and licenses	Y
	• Previous collaborations with government/private entities	N
2	Approach & Methodology	
	• Understanding of project requirements	Y
	• Clarity and feasibility of proposed methodology	Y
	• Innovation and efficiency in approach	N
	• Risk management strategies	N
3	Similar Projects Executed (Last 5 years)/Similar Works	
	• Number and type of completed projects	Y
	• Complexity and scale of projects handled	N
	• Compliance with industry standards and best practices	N
	• Client references and feedback	N
4	On-going Works in Hand	
	• Current project commitments	Y
	• Ability to allocate resources effectively	Y
	• Potential impact on execution capacity	Y
5	Technical Staff	
	• Qualifications and expertise of key personnel	Y



	• Experience of team members in similar projects	Y
	• Availability of required professionals for execution	Y
6	Details of Plants & Machinery	
	• Availability of relevant equipment	Y
	• Condition and maintenance of machinery	N
	• Suitability of equipment for project requirements	N
7	Annual Turnover (Last 5 years)/Financial Criteria	
	• Financial stability and liquidity	Y
	• Ability to handle project costs	Y
	• Compliance with financial regulations and reporting	Y

Evaluation Notes:

1. Mandatory Signatures:

- The bidder or their authorized representative must sign and initial each page of the bidding documents, including all annexures and attachments.
- Failure to comply with this requirement shall result in outright rejection of the Technical Bid without further evaluation.

2. Evaluator's Remarks:

- Members of the Evaluation Committee shall provide brief remarks or observations for each evaluation criterion, especially in cases where:
 - ❖ Non-compliance with the requirement is observed, or
 - ❖ Clarifications are deemed necessary from the bidder.
- These remarks shall be recorded in the Technical Evaluation Summary Sheet or Evaluation Form for transparency and future reference.

3. Disqualification Criteria:

- Any bidder who fails to submit the required Mandatory Documents, as specified in the tender document and marked as "Y" in the evaluation criteria table, shall be disqualified from further evaluation.
- Such bids shall not be considered for Financial Bid opening under any circumstances.
- The decision of the Evaluation Committee regarding disqualification shall be final and binding.

4. Evaluation Integrity and Confidentiality:

- All evaluations shall be carried out in a confidential and impartial manner.



- Committee members must not disclose any evaluation details to any third party or bidder during or after the process.
- Any conflict of interest must be declared in writing before commencement of evaluation.

9.2 Examination of Bids & Determination of Responsiveness:

1. Evaluation Process:

- During the detailed evaluation stage, the bids shall be examined to determine their completeness and responsiveness to all the conditions, requirements, and specifications set forth in the RFP/tender documents.
- This includes verification of mandatory documents, technical compliance, and any deviations from the prescribed formats or instructions.

2. Financial Bid Responsiveness:

- A substantially responsive Financial Bid is one that fully conforms to all the terms, conditions, and financial specifications stipulated in the RFP or tender documents, without any material deviation, reservation, or omission.
- Minor, non-material deviations may be clarified or rectified at the discretion of the Employer, provided they do not affect the overall fairness or integrity of the evaluation process.

9.3 Preparation of RFP Responses in both stages:

1. Corrigendum Compliance:

- Bidders must carefully review and incorporate any corrigendum or addendum issued by the Employer prior to the submission of their bids.
- Failure to acknowledge or address such amendments may lead to disqualification or rejection of the bid.

2. Adherence to Submission Guidelines:

- Bidders are advised to thoroughly read the advertisement notice and the RFP document to understand the list of required documents, submission procedures, and prescribed formats.
- Ensure strict compliance with the following:



- ❖ Number and type of envelopes/covers (e.g., separate technical and financial covers, if required).
- ❖ Proper naming, sequencing, and labelling of documents.
- ❖ Submission of all documents in the format and order specified.
- Deviations from the submission guidelines, such as incorrect document format, missing covers, or improper labelling, may lead to outright rejection of the bid.



10. Award Criteria.

The contract shall be awarded to the bidder who submits the lowest evaluated financial bid (L1), provided that:

- The bidder has been technically qualified as per the evaluation process.
- The financial bid is substantially responsive and complies with all the terms, conditions, and specifications outlined in the RFP/tender documents.
- The bid approved is granted by the competent authority of the Employer.

Employer's Right to Accept or Reject Bids:

The Employer reserves the right to:

- Accept or reject any bid, in whole or in part, at its sole discretion.
- Cancel the entire bidding process and reject all bids at any stage prior to the award of contract, without assigning any reason.
- Exercise this right without incurring any liability to the affected bidder(s) or being obligated to disclose the grounds for such action.

Additional Submission Guidelines:

- If the space provided in the prescribed format is insufficient, the applicant may enclose additional sheets, clearly indicating the relevant section/heading.
- All corrections, overwriting, or alterations in the bid documents must be duly signed by the authorized signatory.
- Bidders must submit Certified True Copies of all documentary proofs, certificates, and credentials as required by the Public Health Engineering (PHE) Department, Government of Sikkim.

Submission Deadline & Contact Information

- Deadline:
- Submission Address:
Principal Chief Engineer,
Public Health Engineering Department,
Nirman Bhawan, Gangtok - Sikkim 737101
- Email: phegangtok@gmail.com
- Website for Format & Background Info: www.sikkimtender.gov.in.



For further details and site inspection, please contact the undersigned at:

Principal Chief Engineer

PHE Department

Govt. Of Sikkim, Nirman Bhawan,

Gangtok , Sikkim-737101

E.mail:- phegangtok@gmail.com

Phone no. 03592203301

The Department reserves the right to accept or reject any or all offers and further reserves the right to postpone, cancel, or shortlist bidders for issuance of Tender Documents without assigning any reason whatsoever.



Application for Request for Proposal (RFP)

[Letterhead of the Applicant or partner responsible for a joint venture, including full postal address, telephone no., fax no., telex no., and cable address]

Date:.....

To,

The Principal Chief Engineer,
PHE Department,
Government of Sikkim,
Nirman Bhawan, Gangtok.

Being duly authorized to represent and act on behalf of (hereinafter “the Applicant”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be qualified by yourselves as a tenderer for “*Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen* under Gangtok Sewerage System, Sikkim” advertised vide..... dated

1. Attached to this letter are copies of original documents defining:

- (a) The applicant's legal status;
- (b) The principal place of business; and
- (c) The place of incorporation (for applicants who are corporations); or the place of registration (for applicants who are partnerships or individually-owned firms).

(For applications by joint ventures, all the information requested in the prequalification documents is to be provided for the joint venture, if it already exists, and for each party to the Joint venture, separately. The lead partner should be clearly identified. Each partner in the joint venture shall sign the letter).



2. PHE Department, Government of Sikkim and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. PHE Department, Government of Sikkim and its authorized representatives may contact the following persons for further information:

General and managerial inquiries:

Contact 1 Name:

Telephone:

Contact 2 Name:

Telephone:

Personnel inquiries:

Contact 1 Name:

Telephone:

Contact 2 Name:

Telephone:

Technical inquiries:

Contact 1 Name:

Telephone:

Contact 2 Name:

Telephone:

Financial inquiries:

Contact 1 Name:



Telephone:

Contact 2 Name:

Telephone:

(Applications by joint ventures should provide, on a separate sheet, equivalent information for each party to the application).

4. This application is made in the full understanding that:

- (a) Bids by qualified applicants will be subject to verification of all information submitted for qualification at the time of bidding;
- (b) PHE Department, Government of Sikkim reserves the right to:
 - amend the scope and value of any contracts bid under this project; in such an event, bids will only be invited from qualified applicants who meet the revised requirements; and
 - reject or accept any application, cancel the qualification process, and reject all applications; and
- (c) PHE Department, Government of Sikkim shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

(Applicants who are not joint ventures should delete paragraphs 5 and 6 and initial the deletions).

- 5. We give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract and the responsibilities for execution of the contract.
- 6. We confirm that in the event that we bid, that bid as well as any resulting contract, will:
 - (a) Be signed so as to legally bind all partners, jointly and severally; and
 - (b) Incorporate a conformed joint venture agreement substantially in accordance with the joint venture details outlined in the submission under paragraph 5 above and providing the joint and several liabilities of all partners.
- 7. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.



Signature:

Name:

For and on behalf of (name of applicant or lead partner of a joint venture)

Signature:

Name:

For and on behalf of (name of partner)

Signature:

Name:

For and on behalf of (name of partner)

Signature:

Name:

For and on behalf of (name of partner)



Form – A General Information

(All individual firms and each partner of a Joint Venture applying for qualification are requested to complete the information in this form).

1. Name of firm:
2. Head office address:
3. Telephone/Contact:
4. E-mail:
5. Fax:
6. Place of incorporation / registration:
7. Year of incorporation / registration:

Seal & Signature of bidder(s):



Form–B Financial Details of Individual Firm, The Company or Lead member of the Consortium.

a. Annual Turnover (Enclose Audited Annual Accounts) (TABLE 1.1)

Sl no	Name of the individual / Lead Member of Consortium / Company	Annual Turnover of last 5 Years (Rupees in crore)				
		2020-21	2021-22	2022-23	2023-24	2024-25

b. Statement of Net-Worth based upon the Audited Annual Accounts in the last 3 years (TABLE 1.2)

Sl no	Particulars	2022-23	2023-24	2024-25
1.	Share capital (excluding preference share capital and share application)			
2.	Reserves and Surpluses (Other than revaluation reserves and intangibles.)			
3.	Intangible Assets, Misc., Expenses not written off losses Amortization etc.			
	Net Worth 1+2+3			

(Rupees in crore)

Note:

- Attach relevant documents in support of the above-mentioned figures.
- The financial details of the bidder's parent company or its subsidiary or any associate company will not be considered for minimum financial qualification unless such a company is included in the consortium.

Seal :

Signature of bidder(s)



Form–C Joint Venture Summary

Names of all partners of a joint venture:

1. Lead partner:
2. Partner I:
3. Partner II:
4. Partner III:

Total value of annual turnover, in terms of work billed to clients:

(Rupees in crore)

Partner	Details from table 1.1	2020-21	2021-22	2022-23	2023-24	2024-25
<i>Lead partner</i>	<i>Page no:</i>					
<i>Partner I</i>	<i>Page no:</i>					
<i>Partner II</i>	<i>Page no:</i>					
<i>Partner III</i>	<i>Page no:</i>					
Total						

Seal :

Signature of bidder(s)



Form–D List of Similar Work(s) completed during the preceding 5 years.

Sl no	Name of work with brief particulars thereof	Date of start	Date of completion	Schedule time of completion	Contract Amount (Rs.)	Name of employer for whom work was carried out with Address
1	2	3	4	5	6	7

Seal:

Signature of bidder(s)

Note: - Original or attested copies of Completion Certificates from Employers for whom the work was carried out must be attached with copy of Work Order.

Form–E list of similar contract commitments/work in progress as on date

Sl no	Name of work with brief particulars thereof	Date of start	Schedule time of completion	Physical Progress of the work	Financial Progress as on date.	Contract Amount (Rs.)	Name of employer for whom work was carried out with Address
1	2	3	4	5	6	7	8

Seal :

Signature of bidder(s)

Note:- Original or attested copies of Physical & Financial progress from Employer(s) for whom the work was carried out must be attached with copy of Work Orders.



Form–F Financial Capability

Name of applicant or partner of a joint venture:

*(Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the **Request for Proposal**. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached)*

Banker	Name of Banker: Address of Banker:
	Telephone: Contact Name: Fax: Email:

Actual Assets & Liabilities:

Enclose copy of valuation of Assets from the Government registered valuer, and necessary documents for liabilities and profit.

(Rs. in crore)

Assets/Liabilities	2020-21	2021-22	2022-23	2023-24	2024-25
Total Assets					
Current Assets					
Total Liabilities					
Current Liabilities					
Profit (Before tax)					
Profit (After tax)					



Specify proposed sources of financing to meet the cash flow demands of the Project:

SL No	Source of Financing	Amount (Rs in crore)
1		
2		
3		

Seal:

Signature of bidder(s)



Form-G Technical Key Personnel

Sl No	Designation	No of Persons	Summary of Qualification experience (in years) and present occupation.
1	2	3	4
1	Project Manager	1	15 Years experience. Educational qualification BE / B. Tech/ME/M-Tech in Environmental/Civil Engineering.
2	Environmental Engineer	1	5 Years experience. Educational qualification BE/BTech/ME/M-Tech in Environmental Engineering. DPR experience: Projects with Water Supply, Wastewater engineering

Note: - *The bidder(s) should submit the copies of degrees and other documents of the technical staff with the period of their working with him / them and their experiences along with their contact no.*

Seal:

Date: _

Signature of bidder(s)



Form–H Litigation History

Name of applicant or partner of a joint venture:

(Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture).

Year	Award (For/Against applicant)	Name of Client	Cause of Litigation and matter in dispute	Disputed Amount (Rs in crore)

Seal:

Date: _

Signature of bidder(s)



Form–I General Information (to be furnished for the single Bidder/Each member of the consortium separately)

1. Bidder's Full Name (in Block Letters)
2. Bidder's Constitution (Proprietorship / Partnership/Pvt Ltd/Public Ltd). Details of the members of the consortium (including lead member) in case bidders apply in consortium
3. Date of Incorporation/ Commencement of Business
4. Details of Main Business
5. Bidder's Registered Office/Place of Business.
6. Bidder's Address (Telephone, Fax, E- Mail)
7. Name & Address of Partners/Directors of the Firm/Company (Give names, office & Residence addresses, Telephone, Fax, Email and Profession/Business engaged in etc.)
8. Name & Address of contact person (s) who would work on the assignment (Give names, designations, office & residence addresses, Telephone, Fax Nos., Email of two persons)
9. Name, Designation, Address & Phone Numbers of Authorized Signatory of the Applicant Signature of Authorized Signatory

Note: Certified copy of certificates for Date of Incorporation, Commencement of Business shall be submitted. In case of partnership, Certified True copy of the Registration Certificate shall be submitted.

Date: __

Signature of bidder(s)



Form–J Declaration regarding acceptance of Terms and Conditions contained in the Request for proposal (RFP) Document.

To,

The Principal Chief Engineer,
Public Health Engineering Department, Government of Sikkim.
Gangtok Sikkim, 737101.

Sir, I have carefully gone through all the Terms & Conditions contained in the RFP Document [No.] regarding applications for Request for Proposal (RFP) from interested entrepreneurs (either individually or as consortium of companies), for “*Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen* under Gangtok Sewerage System, Sikkim”.

I declare that all the provisions of this RFP Document are acceptable to myself /Company/ Consortium. I further certify that I am the authorized signatory of my company and I am, therefore, competent to make this declaration.

Further, I certify that the information provided is true and complete to the best of my knowledge and belief, and I understand that any misrepresentation or omission may result in legal consequences.

Yours Sincerely,

Name:

Designation:

Company:

Address:



Form–K Declaration regarding clean track record.

To,

The Principal Chief Engineer,

Water Security & PHE Department, Government of Sikkim.

Gangtok Sikkim, 737101.

Sir, I have carefully gone through all the Terms & Conditions contained in the RFP Document No. regarding Request for Proposal (RFP) from interested entrepreneurs (either individually or as consortium of companies), for “*Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System, Sikkim*”.

I hereby declare that myself / company/ consortium has not been debarred/blacklisted by any Government/ Semi Government organizations or funding body. I further certify that I am, competent authority and my company have authorized me to make this declaration.

Yours Sincerely,

Name:

Designation:

Company:

Address



Form–L Bidders Authorization Certificate.

To,

The Principal Chief Engineer

PHE Department

Government of Sikkim Nirman Bhawan Gangtok-737101

<Respondent's Name> _____,

<Designation> _____ is hereby authorize to sign relevant documents on behalf of the Firm/Bidder in dealing with Tender of reference for “*Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen* under Gangtok Sewerage System, Sikkim”.

He is also authorized to submit technical & financial response as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory.

Seal Date:

<Company Name>



Form–M Bid Price Form. (*Financial Bid*)

Prices for: Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari, and Tathangchen under Gangtok Sewerage System, Sikkim.

Firm/Bidder's Name:

Address:

To,

The Principal Chief Engineer,
Public Health Engineering Department, Government of Sikkim
Gangtok - 737101

S1 No.	Particulars	Net BID	18% GST	1% Cess	Total BID
1	Capital cost of Design- Build				
2	Operation Cost 1 st Year				
3	Operation Cost 2 nd Year				
4	Operation Cost 3 rd Year				
5	Operation Cost 4 th Year				
6	Operation Cost 5 th Year				
	TOTAL				

(all bid cost in INR)

Seal

Date: _

Signature of bidder(s)



Performance Security - Demand Guarantee

[Guarantor letterhead]

- a) **Beneficiary:** _____ *[insert name and Address of Employer]*
- b) **Date:** _____ *[Insert date of issue]*
- c) **PERFORMANCE GUARANTEE No.:** _____ *[Insert guarantee reference number]*
- d) **Guarantor:** _____
[Insert name and address of place of issue, unless indicated in the letterhead]
- e) We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).
- f) Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
- g) At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (₹), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
- h) This guarantee shall expire, no later than the Day of, 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.
- i) This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s) and Seal]



Contract Agreement.

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

CONTRACT AGREEMENT

Agreement No: _____

Date: _____

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

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

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

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

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

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

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



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

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

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

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

Signature of the Contractor

Signature of the employer

Witness:

Signature

1. Name: _____

Redg. No: _____

Address: _____

Signature

2. Name: _____

Redg. No: _____

Address: _____



Payment Schedule for OPEX

Sl. No.	Particulars	Net Bid (₹)	18% GST (₹)	1% Cess (₹)	Total Bid (₹)	Payment Terms
1	Operation Cost – 1st Year	As per accepted bid	As per accepted bid	As per accepted bid	As per accepted bid	25% of annual Total accepted bid OPEX shall be released after completion of first 3 months, subject to Engineer-in-Charge's verification. Balance 75% shall be released in 3 equal quarterly instalments after successful completion of each preceding quarter.
2	Operation Cost – 2nd Year	Same as above.	Same as above.	Same as above.	Same as above.	Payment on quarterly basis, subject to Engineer-in-Charge's verification and inspection.
3	Operation Cost – 3rd Year	Same as above.	Same as above.	Same as above.	Same as above.	Same as above.
4	Operation Cost – 4th Year	Same as above.	Same as above.	Same as above.	Same as above.	Same as above.
5	Operation Cost – 5th Year	Same as above.	Same as above.	Same as above.	Same as above.	Same as above.

Notes:

1. The selected Contractor shall inform the Engineer-in-Charge upon completion of each quarter. Payment shall only be released after verification and certification by the Engineer-in-Charge.
2. All statutory deductions, if any, shall be made as per prevailing norms.
3. Payment shall be made against submission of bills along with performance records/logbooks certified by the Engineer-in-Charge



Schedule of Events

1	Date of publication of 1 st Stage RFP in the newspaper	:	Tuesday, 28 th October 2025
2	Date of uploading of details on RFP on www.sikkimtender.gov.in	:	Tuesday, 28 th October 2025
3	Start date & time of downloading the documents :-	:	Wednesday, 29 th October 2025 at 11:00 hrs
4	Date and Time of Pre bid meeting	:	Thursday, 29 th January 2026, at 11:00 hrs
5	Last date and Time of submission of RFP response online	:	Friday, 13 th February, upto 23:59 hrs
6	Date and time of submission of hard copy bidding documents including non-refundable Bank receipt and bid security in the form of TDR/FDR	:	Monday, 16 th January 2026, upto 16:00 hrs.
7	Date and Time of Opening of the RFP	:	Tuesday, 17 th February 2026, at 11:00 hrs
8	Declaration of result	:	To be notified
9	Opening of Financial bids of successful Bidders	:	To be notified

Submission Instructions:

- **Online Submission:** The completed RFP documents **must be uploaded** on the e-procurement portal on or before
- **Hard Copy Submission:** In addition to the online submission, bidders **must submit** a **hard copy** of the bidding documents, including:
 - (i) **Non-refundable bank receipt**
 - (ii) **Bid Security** in the form of **TDR/FDR**

(Excluding the Financial Bid)

- **Non-Compliance:** Failure to submit the required **hard copies** by the specified deadline will result in the **online submission being considered non-responsive**.



**GOVERNMENT OF SIKKIM
PUBLIC HEALTH ENGINEERING DEPARTMENT
NIRMAN BHAWAN, GANGTOK-737101**

No: 119/PCE/SEW/HQ-07/RFP-1

Date: 17/10/2025

NOTICE INVITING REQUEST FOR PROPOSAL

For and on behalf of the Governor of Sikkim, Public Health Engineering Department, Government of Sikkim, invites Request for Proposals (RFPs) under a two-stage proposal process (Technical and Financial) from all reputed firms registered under the Government of Sikkim, either individually or as part of a Consortium/Joint Venture. The Technical Proposal (First Stage) shall be submitted online through the website www.sikkimtender.gov.in for the work listed below:

S/No	Name of the Work	Bid Security (Rs Five Lakhs only)	Cost of Bid Form
1	2	3	4
	Detailed Survey, Investigation, and Preparation of a Detailed Project Report (DPR) under the Design-Build-Operate (DBO) contract model for Upgradation and Annual Comprehensive Maintenance Contract (ACMC) of Sewage Treatment Plants at Adampool, Sichey, Jalipool, Syari and Tashangchen under Gangtok Sewerage System.	5,00,000.00/- (Rs Five Lakhs only)	50,000.00/- (Rs Fifty thousand Only)

The Date and time of pre-bid meeting, submission of completed bid document is as under:

1	Date of publication of 1 st Stage RFP in the newspaper	:	Tuesday, 28 th October 2025
2	Date of uploading of RFP details on the e-tendering portal (www.sikkimtender.gov.in)	:	Tuesday, 28 th October 2025
3	Start date & time of downloading the documents	:	Wednesday, 29 th October 2025 at 11:00 hrs
4	Date and Time of Pre bid meeting	:	Thursday, 29 th January 2026, at 11:00 hrs
5	Last date and Time of submission of RFP response online	:	Friday, 13 th February 2026, up to 23:59 hrs
6	Date and time of submission of hard copy bidding documents including non-refundable Bank receipt and bid security in the form of TDR/FDR	:	Monday, 16 th February 2026, up to 16:00 hrs
7	Date and Time of Opening of the RFP	:	Tuesday, 17 th February 2026, at 11:00 hrs
8	Declaration of result	:	Will be notified
9	Submission and opening of 2 nd Stage updated Technical and Financial bids of successful Bidders	:	Will be notified

Detailed Specification and Scope of work are given in the RFP document, for all details on the bid, visit www.sikkimtender.gov.in. The queries can be made through e-mail: phegangtok@gmail.com.

Principal Chief Engineer
Public Health Engineering Department
Government of Sikkim
Gangtok
PHE Department
Govt. of Sikkim