

GANGTOK SMART CITY DEVELOPMENT LIMITED SOKAYTHANG, GANGTOK SIKKIM – 737102 CIN – U9309090WB2017SGC223807 Email: gangtoksmartcity@gmail.com

Issue No: 006/GSCDL/2021

Date: 08.02.2021

AUCTION NOTICE

Employer: Gangtok Smart City Development Limited

Project: Auction of old railing of the Pedestrian Footpath from Vajra Baluwakhani to Ranipool (12 Km. approx.), Gangtok, East Sikkim.

Issued on: 08.02.2021

The GSCDL, invites sealed quotations from the intending bidders for the work "Auction of old railing of the Pedestrian Footpath from Vajra Baluwakhani to Ranipool (12 Km. approx.), Gangtok, East Sikkim". The description of the item to be purchased, quotation forms and instruction to the bidders can be viewed and obtained from official website of GSCDL (<u>https://smartcitygangtok.com</u>) from 8th February 2021.

Sd/-Chief Technical Officer

Schedule of Important Events

1	Date of uploading of NIA and other important events on the website	08.02.2021
2	Sale of quotation form on production of DD	16.02.2021 (1100 hrs) to 19.02.21 (1600 hrs)
3	Last date for submission of Quotation	22.02.2021 (1200 hrs)
4	Date& Time of opening of Quotation	22.02.2021 (1500 hrs)
5	Place of opening of Quotation	Office of the Chief Executive Officer, Gangtok Smart City Development Limited, Sokaythang, Gangtok

Sd/-Chief Technical Officer

Instructions to Bidders

- 1. The old Round MS Pipe Railings as per survey is approximately 215199 kg corresponding to about 11955 metre. Some of the railings have been removed and stacked at Adampool area and some are still standing at site. The bidder quoting the highest rate shall be the selected bidder. The selected bidder will have to remove the railings from the site with minimum disturbance to pedestrians and traffic and preferably at night. For which the selected bidder shall have to obtain permission from the District Authorities. The selected bidder shall have to remove and lift all the scrap materials as per the direction of Engineer in charge. Once removed, the scrap will have to be lifted on the same day / night and no stacking along the NH or footpath shall be permitted.
- 2. Bid is open only to the intendingbidders. The intending bidders should produce certificate of proof that they possess the financial capability of making such a purchase.
- 3. The prescribed Non-Transferable Auction Document can be obtained during the period specified in from the office of the CFO, GSCDL on production of a demand draft of Rs. 2,500/- (Rupees Two Thousand Five Hundred) of the State of Sikkim or any nationalized bank towards the cost of Auctioning Document (non-refundable) in name of the Chief Executive Officer, Gangtok Smart City Development limited, Sokaythang, Gangtok and proof of certificate as mentioned in Sl. No 2.
- 4. The quoted offer should be placed in a sealed cover with the name of the Bidder and the name of the work superscripted on it along with Earnest Money of Rs 1,00,000.00 (Rupees One Lakh only) in the form of a Demand Draft payable at par to "Gangtok Smart City Development Limited" at Gangtok from any Nationalised Bank..
- 5. Sealed bids may be deposited in the Bid Box in the office of the CTO, GSCDL on the date and time indicated above or in NIA.
- 6. Bids will be opened by a Bid Opening Committee as prescribed by the Government/Company/Competent authority on the date and time indicated above. If felt necessary, bidders can attend the opening of bids on the date and time prescribed in NIA.
- 7. The Bidder should sign on every page of the Auction documents as acceptance of the General Direction and Conditions of Contract and other laid down norms. The rate quoted should be both in figures and words and should be inclusive of taxes and levies. Over writing and correction should be avoided and if made should be authenticated. Incomplete/Conditional tenders shall be rejected forthwith.
- 8. The GSCDL also reserves the right to increase, decrease, alter or modify the quantity of material to be auctioned as indicated in the NIA without assigning any reason thereof. The quantum of material is subject to change, however. The bidder shall execute the work as per the directives of the GSCDL. No claim on this account shall be entertained, if there is reduction in value/scope/volume of work. In case of increase extra claim made shall be as per the agreement rates of the original work.
- 9. The selected bidder shall be issued a Letter of Acceptance after which he/she will have to, within 15 days of issue of LOA, submit a Demand Draft of 30% of the value of bid payable at par to "Gangtok Smart City Development Limited" at Gangtok from any Nationalised Bank. Lifting Order for equivalent quantity of material. The selected bidder will have to again submit the Demand Draft for the balance quantity (or second lot) before Lifting Order for the same is issued.. If the bidder so desires to lift more quantity of the scrap in one lot, he may submit the Demand Draft accordingly.
- 10. Avoidable damages due to negligence of the bidder shall be at his own risk and cost. The Department shall not be liable for payment of such damages (if any), including accidents to labourer/s at site.
- 11. All the conditions as mentioned in the NIA shall be deemed to be a part of the agreement to be entered with the bidder.

- 12. The bidders are required to register themselves with the tax authorities of the State / Union, wherever applicable. The Bidder are also required to submit PAN No as per provision of Indian Income Tax Act, wherever applicable.
- 13. The recoveries of Income Tax, GST and any other recoveries shall be as per rates notified by the Government from time to time and applicable on the date of payment.
- 14. Subletting of contract work is against the norms and if it comes to the notice, the original contract shall be cancelled and appropriate action shall be initiated as per the rules.
- 15. In case the man-powers employed by the bidder are from outside the State or neighbouring countries, it shall be the responsibility of the bidder to get them registered with the Labour Department, Government of Sikkim as per the relevant Labour Laws.
- 16. Damages to properties in and around the work site must be avoided at all cost. The bidder shall be held responsible for any acts of negligence and shall be made to make good the damages.
- 17. It is accepted that the bidders have inspected the site before submitting his bid. There may be possible site difficulties for which the bidder should have their own correct assessment before submitting the bid.
- 18. The bidder will have to pay all taxes and duties as applicable and notified by the State/Central Government and no claim shall be entertained in this regard whatsoever.
- 19. Disqualification: Even though the Applicants meet the above criteria, they are subject to be disqualified if they have made misleading or false representation in the form, statements and attachments and/or records of poor performances such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- 20. The offer shall remain valid for a period of 90 days from the date of complete removal of old railings at site. The work should commence within 15 days from the date of issue of work order.
- 21. TheDepartment reserves the right to accept or reject any or all bids without assigning any reason thereof.
- 22. Interested eligible bidders may obtain further information if any needed, from the Office of the
- 23. A complete form of quotation in the ENGLISH language, may be purchased by the interested eligible bidders on submission of bidder application to CTO, GSCDL, Gangtok,737102, Sikkim (India) and on payment of Rs.2,500.00 of the non-refundable cost of quotation form during normal office hours and all working days from Date: 16thFebruary 2021, 1100 hrs to Date: 19thFebruary 2021,1600 hrs.
- 24. Sealed bid in duplicate duly signed by authorised signatory must be delivered to CEO, GSCDL, Gangtok,737102, Sikkim (India) on or before 1200 hrs of Date: 22nd February 2021. Late bid will not be accepted by tendering authority.
- 25. The purchaser/ intending bidders will be responsible for all costs/ expenses incurred in connection with the preparation or delivery of the bids and site visits.
- 26. GSCDL reserves the right to change or postpone above schedule, reduce the scope of work and reject any non-responsive bids without assigning any reason thereof.
- 27. The completion time is 90 days from the removal of old railing from the site.

To: The CEO, Gangtok Smart City Development Ltd.

We, the undersigned, hereby submit our offer for the purchase of scrap materials of "Auction of old existing MS Pipe Railing along the NH-10 from Vajra(Baluwakhani) to Ranipool".

Date of this Bid submission: [insert date (as day, month and year) of Bid submission] In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity**: Our Bid shall be valid until 90 days, and it shall remain binding upon us and may be accepted at any time on or before this date;

(b) **Total Price**: The total price of our Bid, is as below:

Description	Unit	Qty	Rate	Amount
1. Demolishing / removal of existing MS Pipe Railings from the footpath along NH 10 and from stock yard at Adampool area on as is what is where is basis including lifting of scrap material from the site all complete and as per direction of Engineer - in- charge.	kg	2,15,199.00		
2. Add GST @18%			18%	
3. Total (1+2)				

Rupees in Words (Rupees)

(c)I shall pay to the authority the total amount indicated at Sl. No. 3 above as per the instructions to bidders (ITB).

(d) Labour cess or any other duties shall be payable by me separately.

(e) I will take up the work in accordance with the ITB and further instructions of Engineer in Charge.

Full Name of the Bidder:

Signature of the person named above: Date signed Mobile No:.....

Form of Contract Agreement

WHEREAS the Employer desires that the Works known as "Auction of old existing MS Pipe Railing along the NH-10 from Vajra(Baluwakhani) to Ranipool" should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) Lifting Order
- (b) the Letter of Acceptance
- (c) the Letter of Bid
- (d) Instructions to Bidder
- (e) Auction Notice
- (f) The entire Bidding Document and the Engineers Estimate.

3. In consideration of the payments to be made by the Contractor to the Employer as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Contractor hereby covenants to pay the Employer in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **the The Republic of India** on the day, month and year specified above.

Signed by: for and on behalf of the Employer Signed by:

for and on behalf the Contractor

in the presence

in the presence of:

Witness, Name, Signature, Address, Date