



**RURAL MANAGEMENT AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SIKKIM
Gangtok-737 101**

No: 868 /RM&DD/NREGS/08-09.

Dated: 21/02/2009

NOTIFICATION

Whereas, in terms of Para 6.2 of Operational Guidelines, 2005 (3rd Edition) of National Rural Employment Guarantee Act, 2005 (NREGA) (42 of 2005), the State Government is required to devise a mechanism for transparent method of procurement of materials to be used under NREGA;

And whereas, it is felt necessary to streamline the procedure for empanelment of firms desirous to supply materials under National Rural Employment Guarantee Scheme-SIKKIM.

Now, therefore, it is hereby notified for the information of all concerned that all the firms desirous to supply materials under National Rural Employment Guarantee Scheme-SIKKIM shall empanel their firm with Rural Management & Development Department, Government of Sikkim, Gangtok and sign the Memorandum of Understanding having following transparency norms with the Rural Management and Development Department, Government of Sikkim, Gangtok, with immediate effect.

Transparency Norms to be followed for Empanelment of firm; supply and procurement of materials under NREGS-SIKKIM:-

1. That the firms shall apply for empanelment of their firm to the Secretary, Rural Management and Dev. Department, Government of Sikkim, Gangtok in the prescribed application form appended herewith at Annexure -1 along with Bank Receipt of Rs. 50/-(fifty) only drawn in favour of Chief Accounts Officer, Rural Management and Dev. Department, Government of Sikkim under Revenue Head "0515-ORDP-800-Other Receipt" as the cost of the application form.
2. That the firm shall submit;-
 - (a) valid trade licence from Urban Development and Housing Department, Government of Sikkim, Gangtok, having hardware as one of the items;
 - (b) latest Vat/Income Tax /Environmental Cess clearance certificates and any other Certificates from the competent authority.

3. That the empanelment of firm shall be district wise and on purely temporary basis for a period of 3 (three) years from the date of issue of empanelment order or till the existence of Scheme whichever is earlier. However, firms are liable to submit their renewed Vat/Income Tax/Environmental Cess Clearance and any other Certificates from the competent authority on every financial year or as and when asked for by the Department.
4. The Firm shall deposit Rs, 25,000/- (twenty-five thousand) only as security deposit in the form of Temporary Deposit Receipt in favour of Accounts Officer, NREGS, Rural Management and Development Department, Government of Sikkim, Gangtok. The amount of Security Deposit shall be refunded in case of cancellation of empanelment or termination of terms of empanelment whichever is earlier without interest.
5. That the empanelled firms shall deposit Rs. 1000/- (one thousand) only in the State Bank of Sikkim under Revenue Head, "0515-ORDP-800- Other Receipt." as empanelment fee. Empanelment order shall be made in the format provided in Annexure-II
6. Materials (electrical/hardware/civil etc) to be supplied should be as per standard size and norms/specification of Rural Management and Development Department, Government of Sikkim issued from time to time.
7. Transportation cost of the materials should be as per the rates prescribed by Sikkim Nationalised Transport (SNT) Division of Transport Department, Government of Sikkim;
8. The supplied material is subject to various laboratories tests in the State.
9. The materials mentioned hereinabove do not include **explosives**.
10. Firm shall ensure that ordered materials will be supplied within the stipulated time failing which they will be liable to pay the liquidity damage of an equal amount of the damage caused to the Department;
11. The rate of the materials shall not be more than what is mentioned in the Performa Invoice obtained by concerned District Programme Coordinator/Programme Officer, NREGS

from State Trading Corporation of Sikkim,(STCS)/SIMFED duly deducting their commission, if any;

12. If the firms fail to fulfil the conditions laid down at Sl. Nos: 6, 8 and 10 herein above after being empanelled, the security deposit shall be forfeited and empanelment shall be cancelled without any notice.
13. Any dispute arising between the Rural Management and Development Department, Government of Sikkim, Gangtok and Firm shall be resolved amicably through dialogue or in case of legal dispute it shall be settled in the courts of State in Gangtok.
14. First preference for material purchase under NREGS-SIKKIM shall be given to well performing and capable Multipurpose Cooperative Society (MPCS) in the villages. Second preference shall be given to empanelled firms through open tender by issuing '**Notice Inviting Tender**' in local News Papers before 15(fifteen) days advance notice.
15. Firms currently supplying materials under NREGS-SIKKIM shall get themselves empanelled within one month from the date of issue of this notification.
16. Firms may apply for renewal of their empanelment after expiry of 3(three) years terms subject to fulfilment of the conditions required for empanelment.
17. The Secretary, Rural Management and Development Department, Government of Sikkim, shall reserve the right to amend, augment, cancel or relax any or all the norms mentioned herein above, if deemed necessary.
18. The Secretary, Rural Management and Development Department, Government of Sikkim, shall have the right to accept or reject any or all the empanelment without assigning any reason thereof.

By order and in the name of the Governor.

(A.K. Ganeriwala) I.F.S.
Secretary to the Government of Sikkim,
Rural Management & Development Department,
Gangtok.



**RURAL MANAGEMENT AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SIKKIM
Gangtok-737 101**

No: /RM&DD/NREGS/08-09.

Dated:...../...../2009

MEMORANDUM OF UNDERSTANDING TO BE SIGNED BETWEEN SECRETARY, RM&DD ON BEHALF OF GOVERNOR OF SIKKIM AND THE PROPRIETOR OF REGISTERED FIRMS IN CASE OF GRANT OF EMPANELMENT FOR SUPPLY OF HARDWARE/CIVIL MATERIALS UNDER NREG SCHEMES-SIKKIM UNDER RURAL MANAGEMENT & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SIKKIM, GANGTOK.

This memorandum of understanding is made on the.....day of.....2009(Two thousand and nine) at Gangtok.

B E T W E E N

The Governor of Sikkim through the Secretary, Rural Management and Development Department, Government of Sikkim, (hereinafter called the **FIRST PARTY** which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the First Part.

A N D

M/s....., represented

by.....resident of

..... (hereinafter called the **SECOND PARTY** which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the Second Part.

WHEREAS the **FIRST PARTY** has agreed to empanel M/s.....as supplier under the Rural Management and Development Department, Government of Sikkim, for supply of materials under NREGS-SIKKIM on the following transparency norms notified vide Notification No:.....dated.....

AND WHEREAS, the **SECOND PARTY** is also willing to accept the offer of the **FIRST PARTY**.

Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:-

1. That the firm shall submit
 - (i) valid trade licence from Urban Development and Housing Department, Government of Sikkim, Gangtok, having hardware as one of the items in the trade licence;
 - (ii) latest Vat/Income Tax /Environmental Cess Clearance and any other Certificates from the competent authority.
2. That the empanelment of firm shall be district wise and on purely temporary basis for a period of 3(three) years from.....to However, empanelled firms are liable to submit their renewed Vat/Income Tax/Environmental Cess Clearance and any other Certificates from the competent authorities on every financial year or as and when asked for by the **FIRST PARTY**.
3. (i) The **SECOND PARTY** shall supply the materials (electrical/hardware/civil etc) as per the norms and specification of Rural Management and Development Department, Government of Sikkim.

(ii)The supplied material is subject to various laboratories tests in the State.
4. The materials mentioned here in above do not include **explosives**;
5. the **SECOND PARTY** shall supply materials within the stipulated time failing which they will be liable to pay the liquidity damage of an equal amount of the damage caused to the **FIRST PARTY** ;
6. The **SECOND PARTY** shall supply the materials as per the rate analysed by concerned District Programme Coordinator/Programme Officer (NREGS) on the basis of Performa Invoice obtained from STCS/SIMFED duly deducting their commission, if any.
7. Transportation cost of the materials should be as per the rates prescribed by Sikkim Nationalised Transport (S.N.T) Division of Transport Department, Government of Sikkim.
8. That the **SECOND PARTY** shall deposit Rs. 1000/-(Rupees one thousand) only under Revenue Head, “0515-ORDP-800-Other Receipt” as empanelment fee.
9. The **SECOND PARTY** shall deposit Rs, 25,000/-(Rupees twenty-five thousand) only as security deposit in the form of Temporary Deposit Receipt drawn in favour of Accounts Officer, (NREGS), Rural

Management and Development Department, Government of Sikkim, Gangtok. The amount of Security Deposit shall be refunded to the **SECOND PARTY** in case of cancellation of empanelment or termination of terms of empanelment whichever is earlier without interest.

10. Cancellation of empanelment mentioned at Sl No: 9 hereinabove does not amount to cancellation by default on the part of empanelled firm. In such cases, security deposit will be forfeited.
11. In case of failure to fulfil the conditions laid down at Sl. No: 3(i), (ii) and 5 hereinabove on the part of **SECOND PARTY**, the security deposit shall be forfeited and empanelment cancelled without any notice.
12. First preference for material purchase under NREGS-SIKKIM shall be given to well performing and capable Multipurpose Cooperative Society (MPCS) in the villages. Second preference shall be given to empanelled firms through open tender by issuing 'Notice Inviting Tender ' in local News Papers giving at least 15 (fifteen) days advance notice.
13. Any dispute arising between the two parties shall be resolved amicably through dialogue or in case of legal dispute; it shall be settled in the courts of State of Sikkim in Gangtok.
14. The **FIRST PARTY** shall have the right to accept or reject any or all the empanelment without assigning any reasons thereof.
15. The **FIRST PARTY** shall reserve the right to amend, augment, cancel, any or all the norms mentioned herein above, if deemed necessary.

In witness whereof, the parties hereto set and subscribed their respective hands on the day, month and the year first above written.

Witnesses:-

1.....

For and on behalf of

Governor of Sikkim

2.....

For and on behalf of

M/s.....



**RURAL MANAGEMENT AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SIKKIM
Gangtok-737 101**

No:..... /RM&DD/NREGS/08-09.

Dated:

To

M/s.....

.....

.....

SUB: EMPANELMENT OF FIRM.

Sirs,

In pursuance of the mutual agreement entered into vide Memorandum of Understanding No:..... dated.....,the Government has been pleased to empanel your firm with Rural Management & Development Department, Government of Sikkim, Gangtok, for supply of hardware and civil materials required for National Rural Employment Guarantee Scheme-Sikkim fordistrict/districts with effect from.....for a period of.....or till the existence of NREG Scheme-Sikkim whichever is earlier.

Additional Secretary
Rural Management & Development Department,
Government of Sikkim,
Gangtok

Memo No.....

Dated.....

Copy for information to:-

1. All District Programme Coordinator, NREGS, East, West, North and South.
2. All Programme Officer-NREGS,
3. All Assistant Engineers and Jr. Engineers posted in BACs.

ANNEXURE - 1

APPLICATION FORM

To

The Secretary,
Rural Management & Development Department,
Government of Sikkim,
Gangtok the dated:.....

PHOTO

Sub: **Request for Firm Empanelment for supply of Material(Hardware & Civil).**

Sir,

I would like to request you to kindly empanel my firm M/Sfor supply of hardware and civil materials under National Rural Employment Guarantee Scheme under your Department, for which, I am ready to abide by all the terms and conditions of your Department.

I am enclosing herewith the following documents required for empanelment for favour of your reference:-

1. Valid Trade Licence issued by Urban Dev & Housing Department, Govt. of Sikkim.
2. Vat/Income Tax/Environmental Cess clearance certificates issued by the concerned Department,
3. Bank receipt of Rs.50/-

Thanking you

Yours faithfully

For M/s.....



**RURAL MANAGEMENT AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SIKKIM
GANGTOK-737 101**

No:..... /RM&DD/NREGS/08-09

Dated:

To

M/S.....

.....

.....

Sub: **Submission of TDR and Empanelment Fee**

Sir / Madam

The Government has been pleased to approve your request of empanelment of your firm for supply of hardware/civil materials under NREGS-SIKKIM.

You are therefore requested to submit the following to enable us to take further necessary action:-

1. Temporary Deposit Receipt of Rs. 25,000/-(Twenty five thousand)only as security deposit;
2. Bank Receipt of Rs. 1000/-(Rupees one thousand) only on account of empanelment fee.

Deputy Secretary -RM&DD