
TENDER NO: TOURISM/SIKKIM/NAMCHI/ROPEWAY CABINS/2010

**TENDER DOCUMENT
FOR
SUPPLY
OF ROPEWAY CABINS
FOR
MONOCABLE ROPEWAY
AT
NAMCHI, SIKKIM, INDIA**

MARCH, 2010

Issued to:

M/s. _____

INDEX

S.NO	SECTION	CONTENTS
1	I	INVITATION FOR TENDERS
2	II	INSTRUCTIONS TO TENDERER/BIDDER
3	III	CONDITIONS OF CONTRACT
4	IV	TECHNICAL SPECIFICATIONS
5	V	BID FORM & PRICE SCHEDULE
6	VI	CHECK LIST
7	VII	ANNEXURES / PROFORMA
	1	PROFORMA FOR PERFORMANCE STATEMENT
	2	PROFORMA FOR LETTER OF AUTHORIZATION FROM THE MANUFACTURER
	3	COMMERCIAL DETAILS
	4	PROFORMA FOR STATEMENT OF DEVIATIONS FROM TENDER CONDITIONS
	5	PROFORMA FOR STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS
	6	PROFORMA FOR BANK GUARANTEE BOND TOWARDS CONTRACT PERFORMANCE
	7	PROFORMA FOR BANK GUARANTEE BOND TOWARDS CONTRACT WARRANTY

Signature of the Bidder with Seal

SECTION – I

INVITATION FOR TENDERS

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SECTION – I

INVITATION FOR TENDERS

- 1.0 Sealed Tenders are invited by Secretary Tourism, Government of Sikkim, India from eligible bidders by themselves or through their authorized agents meeting the pre-qualification criteria stated in the Bid documents for manufacture and supply of 41 nos. cabins for Monocable Ropeway at Namchi, Sikkim, India as per the detailed specifications given in the tender documents. The tender particulars are given under:

Tender No.	Brief Item description & Qty Reqd.	Completion Period	EMD/ Bid Security (Rs.)	Cost of Tender Doc. (Rs.)
Namchi/Cabins/ 2010	41 nos. 4 seater cabins for monocable ropeway	07 (Seven Months)	CHF 13750.0 or EURO 9586.0 or INR 5,90,110.0	Rs. 2000.0 (Rupees two thousands only)

- 2.0 Interested bidders may obtain further information and inspect the bid documents at the office of The Secretary, Tourism, Government of Sikkim at the address given below:

The Secretary, Tourism
M.G.Road, Sikkim, India
(Tel. No: + 91-----, Fax No: + 91-----)

- 3.0 Eligible interested bidders may purchase the Tender documents on any working day between 1000 hrs to 1600 hrs w.e.f ----- to ----- from the office mentioned above on submission of written application along with the non-refundable cost of Tender document indicated above in the form of Demand Draft/ Bankers Cheque favouring **The Secretary, Tourism payable at Gangtok.**
- 4.0 The complete tender document can also be downloaded from ----- website [www.-----.com] and in such a case, the tenderer shall deposit the cost of tender document (Rs. 2000.0) in the form of crossed Demand draft / Pay order/ Banker's Cheque along with their tender submission, failing which his tender will not be opened.
- 5.0 The tenders must be submitted in the above office on or before 14.30 hours on ----- accompanied with Earnest Money Deposit/ Bid Security as indicated in the Bid document.
- 6.0 Bids will be opened in presence of the Bidders' representatives who chose to attend at 15.00 hours on ----- at the office mentioned above. In case of unscheduled holiday on the closing/opening day of the tender, the next working day will be treated as scheduled prescribed day for closing and opening of the tender, the time notified remaining the same.
- 7.0 Bids submitted by the bidders who do not meet the qualification requirements as required or whose bids (both commercial and price) are not valid and open for acceptance for a period mentioned in the bid document from the date of opening of tender, will be rejected.
- 8.0 Issue of tender document to bidder will not automatically mean that the bidder is qualified for the Award of contract. The bidders will be required to fulfill the qualification criteria given in the tender document (**Clause 2.0 of Section IV - Technical Specification**) before being considered eligible for award of contract. No condition/ Deviation which is either additional or in modifications the tender conditions shall be included in the bid submitted by the

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bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid shall be rejected.

- 9.0 In case of any discrepancies, the provisions of this Invitation for Tenders shall take precedence over all the bidding documents.
- 10.0 The tender document is not transferable.
- 11.0 Bidders are required to put their sealed tender in the Tender Box personally or through their authorized representative. Bids in sealed condition shall also be received by post/ courier provided that the bid is received before the stipulated date and time, in the receipt section of office of Secretary, Tourism, Sikkim. Secretary, Tourism, Sikkim shall not be held responsible for the delay/ non-receipt of the bid.
- 12.0 The Tender No., name of the work and the bidders address shall be super scribed on the sealed envelopes.
- 13.0 Secretary, Tourism, Sikkim does not bind themselves to accept the lowest or any offer or to give reasons for their decision. Secretary, Tourism, Sikkim also reserves the right to reject or accept or divide the offer between more than one tenderer without assigning any reason.

For and on behalf of -----
Secretary, Tourism, Sikkim.

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SECTION – II
INSTRUCTIONS TO TENDERER

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INSTRUCTIONS TO TENDERER

A. INTRODUCTION

1.0 GENERAL INSTRUCTIONS

1.1 Government of Sikkim, India is constructing a monocable ropeway in two sections in Namchi, South Sikkim district. The Section-I of the ropeway is with Monocable Detachable System, with length of 2175 m and level difference of 265 m (Nominal). The Section-II of the ropeway is with Monocable Fixed grip Pulsated System, with length of 543 m and level difference of 374 m. Damodar Ropeway Construction Co. Pvt Ltd. (DRCC), Kolkata, India is installing the ropeway system in both the sections. Secretary, Tourism, Sikkim (hereinafter referred as **Purchaser**), invites sealed tenders/bids for and on behalf of Governor of Sikkim from reputed manufacturers for manufacture and supply of equipment as per the specification enclosed at **Section –IV** of the bid document.

1.2 All information in the offer must be in English. Offer in a language other than English must be accompanied by its authenticated translation in English, failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

2.0 COST OF BIDDING

2.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 INFORMATION

3.1 Information on the ropeway system being supplied can be taken from DRCC at address and details mentioned below:

M/s Damodar Ropeway Construction Co. Pvt. Ltd.

Address:

Damodar Ropeways & Construction Co. (P) Ltd
1/A, Vansittart Row, Kolkata- 700 001, India

Tel: 00 91 33 2248 5463/5055/3137

Fax: 00 91 33 2248 5965

Email: ropeways@vsnl.com .

Attention Mr. Ranjan Mukherjee, ED

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B. THE BIDDING DOCUMENTS

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 The Scope of work, bidding procedures and contract terms are stipulated in the Bidding Documents and shall include along with its enclosed Annexures:-

- i) Invitation for Tenders
- ii) Instructions to Tenderer
- iii) Conditions of Contract
- iv) Technical Specifications
- v) Bid form and Price Schedules
- VI) Performa & annexure

4.2 The bidder should examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

5.0 CLARIFICATION OF BIDDING DOCUMENTS

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may contact by writing or fax to the Purchaser no later than 15 days prior to dead line for submission of bids.

6.0 AMEDEMMENT TO BIDDING DOCUMENTS

6.1 At any time prior to the last date for submission of bids, the Purchaser may for any reason modify the bidding documents by an amendment. The amendment in the form of an addendum will be sent to all prospective Bidders, in writing by fax and will be binding upon them. The Bidders should promptly acknowledge receipt thereof by fax to the Purchaser.

6.2 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser may at his discretion extend the last date for the submission of tender.

C. PREPARATION OF BIDS

7.0 QUALIFYING REQUIREMENT OF TENDERERS

7.1 **Bidder must fulfill the pre-qualification criteria as specified para 2.0 of Section-IV Technical Specification of the bid document.**

8.0 DOCUMENTS FOR SUBMISSION

8.1 Following documents will be submitted along with the Bid:

- i) Original Tender document duly signed and stamped on each page by the Authorized representative of the firm.
- ii) Bid security / Earnest Money Deposit.
- iii) Reference list of Purchasers of similar or higher capacity equipment as per **Annexure -1**.
- iv) Authorization letter from manufacturer, incase of Agents as per **Annexure -2**.

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- v) Bid Form and Price Schedule as per Section V.
- vi) All formats and statements duly filled in.

9.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 9.1 The Bidder shall provide Earnest Money Deposit / Bid Security/ for the amount indicated in Section-I: Invitation for Tenders in the form of crossed Banker's Cheque/ Demand Draft drawn in favour of -----, payable at Gangtok from a Scheduled Bank in India.
- 9.2 If the bidder withdraws / amends his bid for any reason during its validity, the bid security shall be forfeited. Failure to submit bid security would lead to rejection of offer.
- 9.3 No interest will be payable by the Purchaser on the Bid Security/ EMD submitted by the Bidder.
- 9.4 **The EMD of successful Bidder will be returned after the Contract Performance Guarantee is furnished as per the contract.**
- 9.5 The EMD of unsuccessful Tenderers shall be returned by the Purchaser within one month of award of contract.
- 9.6 The Earnest Money/Bid Security shall remain deposited with the Purchaser for the period of 180 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit/Bid Security duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 9.7 Any tender not accompanied by Earnest Money deposit in one of the approved forms is liable to be summarily rejected.

10.0 CURRENCY

- 10.1 Prices shall be quoted and paid in currency of the bidder's country.

11.0 PRICES

- 11.1 Prices quoted shall be CIP Kolkata Port, India including all taxes, handling, loading & unloading, inland transportation in the supplier's country, transit insurance and ocean freight. Custom duty in India shall be paid by the purchaser.
- 11.2 Prices shall remain firm and no escalation shall be permissible.

12.0 VALIDITY OF OFFER

- 12.1 The offer shall be kept valid for acceptance for a minimum period of **One hundred twenty (120)** Calendar days from the date set for opening of tenders.

13.0 FORMAT AND SIGNING OF BIDS

- 13.1 Each page of the original tender documents shall be duly signed and stamped by Bidders' authorized representative.
- 13.2 All changes/ alterations/ corrections in the tender shall be signed in full by the Bidders' authorized representative signing the bid with date. **NO ERASING AND/OR OVER WRITING IS PERMISSIBLE.**
- 13.3 The Tenderer should avoid ambiguity in his offer e.g., if his offer is to his standard sizes/lengths/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc. should be avoided in the offer.

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D. SUBMISSION OF BIDS

14.0 BID SUBMISSION

14.1 All Amendments/Revisions to the tender document issued by Purchaser subsequently, if any, must be signed and submitted along with the tender. The tender submitted by the Tenderer shall take into account all such amendments/revisions.

14.2 The bid document complete in all respects and documents shall be put in an envelope duly indicating "TENDER No _____ & "OPENING DATE.....TIME.....HRS", bidders name and address and sealed and addressed to; **Secretary, Tourism, Government of Sikkim, M.G.Road, Gangtok - _____**, India.

14.3 DEADLINE FOR SUBMISSION OF BIDS

14.3.1 Bids must be received by the Purchaser at the address mentioned above, within the date and time of bid submission indicated in the Section-I: Invitation for Tenders.

14.3.2 Any bid received after the deadline for submission of bids, will be rejected and returned unopened.

14.3.3 E-mail or facsimile bids will be summarily rejected.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

15.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for submission of bids. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadlines for submission of bids.

15.2 No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Tenderer. Withdrawal of a bid during this interval shall result in forfeiture of its Earnest Money Deposit/ Bid Security.

16.0 OPENING OF BIDS BY PURCHASER

16.1 Purchaser will open the Bids, in the presence of Bidders' representatives who choose to attend, at the place, date and time specified in the Section-I: Invitation for Tenders. The Bidders' representatives who are present shall sign a register evidencing their attendance.

16.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

E. EVALUATION AND COMPARISON OF BIDS

17.0 PRELIMINARY EXAMINATION

17.1 The Purchaser will examine the bids to determine whether they are complete in all respects, having any computational errors, documents have been properly signed, and bids are generally in order.

17.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

17.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

17.4 If a bid is not substantially responsive it will be rejected by the Purchaser and may not

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subsequently be made responsive by the Bidder by corrections of non-conformity.

18.0 CORRECTION OF ERRORS

18.1 Tenders will be checked and corrected for any arithmetical errors in computation and summation as follows:

18.1.1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

18.1.2 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

18.1.3 If a bidder does not accept the correction of errors as outlined above, his tender will be rejected.

19.0 EVALUATION OF THE OFFERS

19.1 The tenders received will be evaluated to ascertain the best and lowest acceptable tender in the interest of the Purchaser, as specified in the specifications and tender documents.

19.2 **The comparison shall be between total cost and all other charges of the equipment offered at destination, Kolkata Port, INDIA covering complete scope of services.**

20.0 CLARIFICATION OF BIDS

20.1 During evaluation of the Bids, Purchaser may at his discretion ask the Bidder for clarification of his bid. The request for clarification and response shall be in writing and no change in price or substance of the bid shall be sought, or permitted.

21.0 ACCEPTANCE OF TENDER AND SIGNING OF CONTRACT

21.1 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest tender or any tender.

21.2 Acceptance of tender will be communicated by Fax, Express Letter for formal acceptance of tender. In case where acceptance is indicated by Fax or Express Letter, the formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the Fax, or Express Letter should be deemed to conclude the contract.

21.3 Within Fifteen (15) days of receipt of Acceptance advice, the successful bidder shall sign and date the contract and return it to the Purchaser.

22.0 EFFECT AND VALIDITY OF OFFER

22.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the Tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the Purchaser.

22.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the Tenderer. While the offers are under consideration, Tenderers and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the Tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

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23.0 GENERAL

23.1 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

23.2 The Tenderer shall also submit "Statement of Deviations" from Tender Conditions and Technical Specification as per **Annexure - 3 & 4** along with the offer.

24.0 CHECK LIST

24.1 A check list has been included in Section – VI of the bid document. This has been designed to help the Tenderers in submitting their offer in completeness. An incomplete offer is liable to be rejected. The Tenderers must fill this Check List and submit along with their offer in their own interest.

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SECTION – III
CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- 1.1 “**Purchaser**” means the Government of Sikkim, acting through the Secretary, Tourism and shall include their legal representatives, successors and permitted assignees for and on behalf of Governor of Sikkim.
- 1.2 ‘**Contractor/Supplier**’ shall mean the Bidder/ Tenderer whose bid has been accepted by the Purchaser for the supply of stores/ Plant & Equipment (PE) and award of work is placed and shall include his legal representatives, successors and permitted assigns unless excluded by the terms of the contract.
- 1.3 ‘**Contract**’ means Contract entered into between the **Purchaser** & the **Contractor/Supplier** through Letter of Award, together with the contract documents referred to therein, they shall include Letter of Award, Bid Invitation, Instructions to Tenderers, Conditions of Contract, Technical Specification, and the other conditions specified in the Advance Acceptance & Letter of Award (LOA) and a formal agreement, if executed.
- 1.4 The ‘**Site**’ shall mean the land and/or other places on, into or 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 contract.

2.0 SCOPE OF WORK

2.1 SUPPLY

- 2.1.1 The ropeway cabins to be supplied shall be new and as per specifications given in Section –IV. The cabins offered must be of proven design and capacity. It must be capable of continuous operation for long periods in temperatures ranging from 0° to 45° C and humidity upto 98%.

2.2 INSTALLATION AND COMMISSIONING

- 2.2.1 The cabins supplied shall be installed and commissioned by DRCC. The Bidder shall provide any assistance, if required, to DRCC to install and commission the cabins. All facilities required for the above work shall be arranged by DRCC.
- 2.2.2 Detailed catalogue and technical literature/drawings (three copies) required should be submitted as specified in the Technical Specification Section IV.

3.0 DELIVERY

- 3.1 The equipment shall be delivered at **Kolkata Port, India** within the delivery period mentioned in Invitation for Tenders; Section – I.
- 3.2 Bidder should submit their delivery schedule of equipment at Kolkata Port, India. The custom clearance at port in India, inland transportation to ropeway site including installation and final commissioning and completion/ prove out shall be done by DRCC.

4.0 PAYMENT TERMS

- 4.1 Payment of equipment shall be made as per the payment terms given below subject to recoveries, if any, by way of Liquidated Damages, TDS and any other taxes, as per the Government of India guidelines:

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Terms of Payment:

- i) 10% Advance against submission of equivalent Bank Guarantee valid up to end of Supply.
- ii) 90% against proof of dispatch / shipping documents through L/C.

The payment will be made through irrevocable L/C to be opened by the Govt. of Sikkim. The details of L/C required would be conveyed after finalization of contract.

5.0 INSURANCE

- 5.1 The equipment covered under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery for an amount equal to 110 percent (%) of total contract price of the equipment from “warehouse to warehouse” on “All Risks” basis including War Risks and Strike.

6.0 PACKING & MARKING

6.1 PACKING

- 6.1.1 Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road/air as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the equipment by taking into account the fact that the equipment will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before being put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

- 6.1.2 Each package shall contain a packing note specifying the name & address of the Contractor, the number and date of the Letter of Award (LOA), mark as indicated in LOA and the description of the stores and the quantity contained therein.

- 6.1.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the Contractor must indicate the volume of the bundles/packages, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied.

6.2 MARKING

- 6.2.1 The following particulars should be stenciled with indelible paint on all the materials/packages or as mentioned in the contract :

- (i) LOA/Contract No.
- (ii) Item Description
- (iii) Abbreviated Owner/Purchaser marks.
- (iv) Box/Package No
- (v) Gross/Net weight in Kgs
- (vi) Dimensions (L x W x H) in Cms

7.0 TRANSPORTATION

- 7.1 Where the Contractor is required under the Contract to transport the equipment to a specified place of destination defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract price.

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8.0 **PERFORMANCE GUARANTEE (PG BOND)**

- 8.1 The successful bidder is expected to submit within 30 days of signing of Letter of Acceptance (Award Letter) an unconditional, irrevocable, Performance Bank Guarantee established through a Scheduled Bank in India and acceptable to Purchaser as per Proforma enclosed at Annexure 6 for an amount equivalent to 10% of the contract value. The performance Guarantee shall be valid upto 12 months beyond the completion period.
- 8.2 Non submission of above performance guarantee within stipulated time should lead to forfeiture of Bid Security/ EMD.
- 8.3 The performance guarantee shall be released on completion of the above validity period and satisfactory performance of the contract.
- 8.4 The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the PG Bond any loss or damage which the purchaser may suffer or be put by reason of or due to any act or the default, recoverable by the Purchaser from the Contractor in of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the amount of PG Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other Contracts with the Purchaser.
- 8.5 The PG Bond shall remain in force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract. The contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for the required period on each occasion. The extension(s) aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty (30) days before the expiry of P.G. Bond on each occasion.
- 8.6 As and when the amendment is issued to the contract, the contractor shall within fifteen days of receipt of such amendment furnish to the Purchaser an amendment to the PG Bond rendering the same valid for the contract as amended and up to twelve months beyond the extended date of delivery or commissioning.
- 8.7 The PG Bond or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with law. All expenses to be borne by the Contractor.

9.0 **INSPECTION**

- 9.1 Purchaser reserves its right for pre-shipment / pre-dispatch inspection which may be carried out at manufacturer's / supplier's work by authorized representative of Purchaser to ensure that the material/ equipment, being supplied conform to the contractual specifications. Traveling, lodging and boarding expense of Purchaser's representative(s) shall be borne by Purchaser, but necessary facilities to carry out tests/ witness inspection shall be provided by the manufacturer/Supplier free of cost.
- 9.2 Manufacturer/ supplier shall give in writing, at least 10 days notice to Purchaser nominated inspection agency to enable it to depute its authorized representative to witness the inspection of the material/ equipment.
- 9.3 In case equipment fails or is found defective during inspection, as well as in those cases where equipment is not ready for inspection at the appointed time and dates, total cost of re-inspection including travel, lodging and boarding of the inspection officials shall be to manufacturer's / supplier's account.

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10.0 **WARRANTY**

- 10.1 The cabins are to be guaranteed for 12 months from commissioning of the ropeway or 24 months from dispatch whichever is earlier. The guarantee would not cover wearing parts, act of vandalism, accidental damages etc. The performance guarantee bond shall be released on submission of warranty bond of 10% contract value.
- 10.2 All the defects during the warranty period shall be removed by the Contractor at his own cost within reasonable period of time as agreed with Purchaser's representative.
- 10.3 All replacement and repairs the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor within 15 days, promptly and satisfactorily. The warranty period shall be extended by the number of days the system remains under breakdown during the warranty period, the warranty period of such part(s) replaced and/or repairs and parts immediately connected there to shall also be extended for a period of 12 months from the date of such replacement and/or repair.
- 10.4 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the Contractor, so as to affect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be conclusive and final.
- 10.5 If an assembly/ sub assembly is required to be taken back to the manufacturer's premises for repair / replacement either before commissioning or during warranty, the supplier or his agent would be required to submit an indemnity bond. **In case the entire equipment has to be taken back, a Bank Guaranty would have to be submitted.** The indemnity Bond/ Bank Guaranty should be of adequate value so as to cover the cost of the assembly/ sub assembly/ paid up cost of the equipment.

11.0 **INDEMNITIES**

- 11.1 The supplier shall indemnify and keep the Purchaser indemnified against all actions, proceedings claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies made under this agreement. Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of Stores for infringement or any right protected by patent, registration of design or trade mark and shall take all risk accidents or damages which may cause a failure or the supply of the whatever cause arising and the entire responsibility for the sufficiency of all the means used by the supplier for the fulfillment of the contracts provided always that in the event of any claim in respect of alleged break of letter patent, registered design or trade marks being made against the Purchaser the Purchaser shall notify the supplier of the same and the Supplier should at his own expenses settle and dispute or conduct any litigation that arise there from and the Purchaser will stand absolved of all responsibilities in that connections.

12.0 **LIQUIDATED DAMAGES**

- 12.1 If the bidder fails to supply the material / equipment, or complete the work given under this contract within the agreed completion schedules mentioned herein or any extension thereof authorized by the Purchaser and/or fails to fulfill their obligations under this contract, the Bidder shall be liable to pay liquidated damages and not by way of penalty, a sum equal to ½ (half) percent per week of delay in supply of complete equipment subject to maximum of 10 (Ten) percent of the contract value. The compensation shall be payable by the Bidder without prejudice to the rights and remedies available to the Purchaser in respect of any fault/ default by the Bidder.

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15.0 TERMINATION

15.1 TERMINATION FOR DEFAULT:

15.1.1 Purchaser may, without prejudice for breach of contract, 10 days after written notice of default set to Supplier, terminate this contract in whole or in parts;

- i) If he fails to deliver full or part consignment within the time period specified in the contract or any extension thereof granted by Purchaser
- ii) If he fails to perform, any other obligations under the contract; or
- iii) If he, in either of the above circumstances, does not rectify his failure within a period of 30 days or longer period as specified by Purchaser after receipt of the default notice from Purchaser.

16.1.1 In the event Purchaser terminates the contract in whole or in part, pursuant to above, Purchaser may procure, upon such terms and in such manner as it deemed appropriate, equipment/ plant similar to those undelivered, and Supplier shall be liable to Purchaser for any excess costs for such similar equipment/plant.

16.2 TERMINATION FOR INSOLVENCY

16.2.1 Purchaser may at any time terminate the contract by giving written notice to Supplier without any compensation, if supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will be accrued thereafter to Purchaser.

17.0 ARBITRATION/ SETTLEMENT OF DISPUTES

17.1 All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or 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 concerning the works or the execution or failure to execute the same, whether arising during progress of the work or after cancellation, termination, completion or abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re – enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.

17.2 An officer, not below the rank of Additional Secretary to the state Government or from the panel; of Arbitrators if any, drawn by the Government, may be appointed to act as arbitrator by the -----(Appointing Authority, which should not be an officer below the rank of Secretary to the Government)

18.0 JURISDICTION

18.1 The contract shall in all respect to construe and operative in conformity with Indian Law and subject to the **Jurisdiction of Gangtok, India.**

19.0 FORCE MAJEURE

19.1 Force Majeure shall mean unforeseeable cause beyond the control without the fault or negligence, including but not restricted to acts of God or caused by war, civil commotion, riots, mobilization, flood, epidemics, quarantine restrictions, freight embargoes and obstructions of navigation at port of exit or entry or acts of Governments.

20.0 REMOVAL OF REJECTED STORES

20.1 On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection.

Signature of Bidder with seal

20.2 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the period aforementioned, the Inspector/Inspecting Agency may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspector may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit.

21.0 QUANTITY VARIATION

21.1 The Purchaser reserves the right to increase or decrease the quantity upto 30% of the quantity offered by the successful tenderers at the rates & other terms and conditions offered by them. The tenderers are bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. While operating this clause the quantity shall be rounded off to the nearest whole number.

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SECTION – IV

TECHNICAL SPECIFICATION

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1.0 INTRODUCTION

Government of Sikkim, India is constructing a monocable ropeway in two sections in Namchi, South Sikkim district. The Section-I of the ropeway is with monocable detachable system, with length of -----m and level difference of ----m. The Section-II of the ropeway is with monocable pulsatid system, with length of -----m and level difference of ----m. Damodar Ropeway Construction Co. Pvt Ltd. (DRCC) is installing the ropeway system in both the sections.

The requirement in this tender is for manufacture and supply of 41 nos. cabins for Monocable Ropeway at Namchi, Sikkim, India as per the detailed specifications given

TECHNICAL SPECIFICATION OF ROPEWAY CABINS

- | | | | |
|-----|--|---|---|
| 1. | Type of cabin | - | Enclosed |
| 2. | Capacity | - | 4 seated |
| 3. | Quantity | - | 41 pieces required |
| 4. | Door Operation | - | Automatic activation Cable and lever included |
| 5. | Door opening | - | Minimum 750 mm |
| 6. | Windows | - | Sliding vent in doors and hinged vent in the running direction |
| 7. | Seats | - | Hinged aluminum with back rest. |
| 8. | Seat and back rest cover | - | Anti vandal carpet-fire retardant |
| 9. | Suspension | - | 4 point |
| 10. | Dimension | - | Not greater than 1110x1650x1670 high |
| 11. | Weight | - | Not greater than 200 Kgs |
| 12. | Construction | - | Aluminum frame with aluminum sheet (minimum thickness 1.8 to 2 mm) body |
| 13. | Visibility | - | Transparent colored UV resistant acrylic sheet all round (minimum 4 mm thick) |
| 14. | Flooring | - | Aluminum checkered plate (minimum 4 mm thick) |
| 15. | Painting | - | Single colored cabins. |
| 16. | However, four different colors to be used | - | Red, Blue, Green and Yellow for different Cabins.
Cabins are to be numbered both outside and inside. |
| 17. | Warning plate is to be fixed inside the cabin stating the capacity, max. load etc. The text of the exact matter to be written will be sent to supplier after finalization of contract. | | |
| 18. | The paint provided should be scratch resistant. | | |
| 19. | Logo to be put as per design and will be sent to supplier after finalization of contract. | | |
| 20. | Operating & maintenance manual with static calculation to be provided. | | |
| 21. | To be manufactured as per CEN code. | | |
| 22. | Suppliers to submit all internal test reports, material test reports, water seepage test report and vibration test report for cabin frame before despatch | | |
| 23. | Suppliers to indicate how all load bearing members are connected. If welding is done then welding test report also to be submitted before despatch. | | |
| 24. | Suppliers to indicate roofing material and its thickness before despatch. | | |

Signature of Bidder with seal

2.0 **PRE-QUALIFICATION REQUIREMENTS**

2.1 The tenderer should provide satisfactory evidence, acceptable to the purchaser, to show that he is a licensed manufacturer of the offered equipment with adequate plant and manufacturing capacity, and established Quality Assurance Programme designed to ensure in house control of consistent quality standards.

2.2 Bids shall be considered acceptable only from those bidders who have manufactured and supplied at least 30 numbers of similar or higher capacity ropeway cabins during last five calendar years.

2.3 The tenderer shall furnish a statement showing the details of the supplies made by him of the cabins giving the particulars of purchaser's name, purchase order no., date and quantity supplied, capacity of cabins. At least two Performance certificate issued within the last five years in the form of supply / commissioning certificate from client shall be attached along with bid.

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SCHEDULE -II**INFORMATION TO BE SUPPLIED BY THE TENDERER**

S.No	Description
1. Type of cabin	
2. Capacity	
3. Door Operation	
4. Door opening	
5. Type of Windows	
6. Type of Seats	
7. Type of Seat and back rest cover	
8. Suspension	
9. Dimension (LxWxH)	
10. Weight	
11. Construction	
12. Visibility	
13. Flooring	
14. Painting scheme	

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SECTION – V

BID FORM AND PRICE SCHEDULE

Signature of Bidder with seal

SECTION-V

BID FORM AND PRICE SCHEDULE

(Ref Cl. 8.1 of Instruction to Tenderer)

(On letter head of the Manufacturer and should be signed by the Competent Authority)

To,
Secretary, Tourism
Government of Sikkim,
M.G.Road, Gangtok, India

Tender No Due date of opening

1.0 We.....hereby certify that we are established manufacturer / authorised agents of M/s with factory at where the production methods, quality control and testing of the parts and materials manufactured or used by us are open to inspection by the representative of purchaser. We hereby offer to supply and deliver (within the delivery period), as per schedule indicated below:

(All prices to be quoted in bidder's currency)

1	Item	
2	Description/ Model No.	
3	Specification	
4	Unit	
5	Quantity	
6	**CIP Price Per Unit (Carriage Insurance paid till Destination) inclusive of all standard accessories (both in figures and words)	
7	**Break up of CIP Price shown in S. No 6	
7.1	Ex Factory	
7.2	Packing charges	
7.3	Forwarding Charges	
7.4	Freight to destination	
7.5	Insurance Charges (if any)	
7.6	Other Charges including agency fee if any (should be specified clearly)	

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7.7	CIP Destination Price (Total of 7.1 to 7.9)	
7.8	Discount if any	
7.9	Net Price after discount (both in figures and words)	

- Note:
1. Please delete whichever is not applicable.
 2. Tenderer should note that discount quoted by them other than in specified column/space will not be taken into consideration for comparison/ evaluation purpose.
 3. The list of standard accessories shall be submitted.

The Delivery Period offered should be indicated as under as applicable:

8.0	Delivery Period at Destination/Site	
-----	-------------------------------------	--

- 2.0 It is hereby certified that we have understood the Instructions to Tenderers, Conditions of the Contract attached to the tender and have thoroughly examined the technical specifications and are fully aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and to the terms of the tender. We also agree to solely abide by all the tender conditions if the contract is awarded to us.
- 3.0 We hereby offer to supply the stores detailed above or as you may specify in the Letter of Award of the Contract at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from date of opening of the tender.
- 4.0 Earnest Money for an amount equal to CHF 13750 or EURO 9586 or INR 5,90,110. is enclosed in form of Bankers Cheque / Demand Draft bearing No..... issued by in favour of **Secretary, Tourism, Payable at Gangtok.**
- 5.0 We possess the necessary industrial license for manufacturing/ marketing of the item offered (Details enclosed)
OR
No industrial license is required for manufacturing/ marketing of the item offered.
- 7.0 We are authorised agent of the manufacturer/principals M/s, whose item we have offered. Letter of current and valid authority is enclosed as per **Annexure – 2.**
- 8.0 We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under MODVAT scheme introduced w.e.f 1st March 1986 and further extended on more items till date.
- 9.0 We further agree to pass on such additional duties become available in future in respect to all the inputs used in the manufacture of the final product on the date of supply under the MODVAT scheme by way of reduction of prices and advise the purchaser accordingly.

Date:

Signature and Seal of the Tenderer

Note:

Signature of Bidder with seal

1. The offer must be submitted as per the above format. The prices should be both in figures and words
2. In case of Turn Key basis contracts the desired rates should also be quoted.
3. No alterations or erasures in the offer are permitted. Any correction made in the offer must be initialed by the tenderer.

Signature of Bidder with seal

SECTION – V
CHECK LIST

Signature of Bidder with seal

CHECK LIST

Note: The check list may be duly filled in and submitted with the offer.

S No	Document	Yes	No
1	Have you purchased the original Tender/Bid Documents		
2	If downloaded from web site, enclosed the cost of tender document as per the Bid document)		
3	Have you submitted an Earnest Money Deposit (EMD)		
4	Have you submitted current and valid Letter of Authority from manufacturer (in case of authorized agents)		
5	Have you submitted valid latest Sales Tax Clearance Certificate		
6	Have you submitted Performance Statement as per the proforma along with the certificates.		
7	Credentials & Certificate are submitted duly attested		
8	Have you submitted Statement of deviation from Tender Conditions (Instructions to Tenderer, Conditions of the contract) as per the proforma		
9	Have you submitted Statement of deviation from Tender Technical Specification as per the proforma		
10	All the pages of Tender Documents have been signed by the authorized person under seal of the firm		
11	Have you quoted in complete CIP destination price including the cost of Concomitant/Standard accessories in the price of the machine/equipment		
12	Have you quoted in the prescribed proforma		
13	Have you quoted the rates in both words and figures		
14	Have you indicated detailed delivery schedule		
15	Have you kept your offer valid for 90 days		

Signature and Seal of the Tenderer

Signature of Bidder with seal

SECTION – VI
ANNEXURES & PROFORMA

Signature of Bidder with seal

Annexure – 1

(Please refer Clause 8.1 of Instructions to Tenderer)

PROFORMA FOR PERFORMANCE STATEMENT

S.No.	Full address of Purchaser with contact details	Name and contact details of actual user (Tel/ Fax/E-mail etc)	Order No. and Date	Description of Stores	Qty	Value of order	Date of delivery	Date of commissioning	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

The information detail given above is correct and in case the information given is incorrect the offer is liable to be rejected.

Signature of Authorised Signatory
(Name/Designation & Seal)

- Note:
1. Complete details should be given
 2. The details should be in order of capacity-wise
 3. The Performance Certificate from the consignee/end user Working Satisfactorily should be enclosed, without which the offer is likely to be rejected.

Signature of Bidder with seal

ANNEXURE – 2

(On letter head of the Manufacturer and should be signed by the Competent Authority)
PROFRORMA FOR LETTER OF AUTHORIZATION FROM THE MANUFACTURERS

Ref. No:.....

Date.....

To,
Secretary, Tourism
Government of Sikkim,
M.G.Road, Gangtok, India

Dear Sir,

Sub: Tender No.....

We,, an established manufacturer of having factory at..... and office at We authorise M/s (name and address of agents) to sell our products and can participate in above mentioned tender directly in accordance with their Terms of Business. We shall provide strong technical support to our authorize agent as well as to the final user.

No firm or individual other than M/s..... are authorized to represent us in regard to the business against this specific tender.

Yours faithfully

Signature
(Name)
For & on behalf of M/s.....(Manufacturer)

Signature of Bidder with seal

COMMERCIAL DETAILS

Tender No..... Due date of opening.....

- (i) Name of the firm
- (ii) Address of firm with Telephone No(s), Fax No(s)
- (iii) Name and address of the Banker.

Signature
(Name/Designation)

Signature of Bidder with seal

ANNEXURE – 4

(Refer Clause 23.2, Instructions to Tenderer)

**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM
TENDER CONDITIONS**

We M/s, hereby certify that there are only following deviations from the requirements of the Instructions to Tenderer, Conditions of the Contract in our offer No..... dated..... against Tender No..... for

Clause No.	Deviation	Remarks (justification if any)

We certify that there are no other deviations.

(Signature and Seal)
of the Tenderer

NOTE: If there is no deviation, then the statement indicating “NO DEVIATION” should be submitted with the tender.

Signature of Bidder with seal

ANNEXURE -5

(Refer Clause 23.2 of Instructions to Tenderer)

PROFORMA FOR STATEMENT OF DEVIATIONS

FROM

TECHNICAL SPECIFICATIONS

Tender No..... Due on

We, M/s, hereby certify that the following deviations are there from the tender requirements of the Technical Specifications.

Clause No.	Deviation	Remarks (justification if any)

(Signature and Seal)
of the Tenderer

NOTE: If there is no deviation, then the statement indicating “NO DEVIATION” should be submitted with the tender.

Signature of Bidder with seal

**PROFORMA OF BANK GUARANTEE BOND TOWARDS CONTRACT PERFORMANCE
GUARANTEE**

Bank Guarantee No _____

Date _____

To,

_____ (Name of Purchaser)

Against contract vide Letter of Acceptance No _____ dated _____ covering supply of _____ (hereinafter called the said 'contract') entered into between **Secretary, Tourism, Government of Sikkim, India** and _____ (hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we, _____ Bank Ltd., are holding in trust in favour of the **Secretary, Tourism, Government of Sikkim, India** an amount of _____ (write the sum here in figures as well as words) to indemnify and keep indemnified the **Secretary, Tourism, Government of Sikkim, India** against any loss or damage that may be caused or likely to be caused to or suffered by the **Secretary, Tourism, Government of Sikkim, India** by reason of any breach by the contractor of any of the terms and conditions of the said contract and/or the performance thereof.

We agree that the decision of the **Secretary, Tourism, Government of Sikkim, India** , whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the contractor and the amount of loss or damage that has been caused or suffered by **Secretary, Tourism, Government of Sikkim, India** shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the **Secretary, Tourism, Government of Sikkim, India**

We _____ Bank., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor i.e. till _____ (the date upto 12 months after the date of commissioning of the equipment or 18 months from the date of supply whichever is later) hereinafter called the 'said date' and that if any claim accrues or arises against us, _____ Bank., by virtue of this guarantee before the said date, the same shall be enforceable against us, _____ Bank., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the **Secretary, Tourism, Government of Sikkim, India** .

It is fully understood that this guarantee is effective from the date of the said contract and that we, _____ Bank., undertake not to revoke this guarantee during its currency without the consent in writing of the **Secretary, Tourism, Government of Sikkim, India** .

We, _____ Bank, further agree that the **Secretary, Tourism, Government of Sikkim, India** shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Secretary, Tourism, Government of Sikkim, India** (against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of the **Secretary, Tourism, Government of Sikkim, India** or any indulgence by **Secretary, Tourism, Government of Sikkim, India** to the said Contractor or by any other matter or thing what-so-ever, which, under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

Signature of Bidder with seal

**Annexure-6
(sheet2/2)**

We _____ Bank., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date _____
Place _____

Signature _____
Name _____
(Designation)

Witness _____

(Bank's Common Seal)

Signature of Bidder with seal

**PROFORMA OF BANK GUARANTEE BOND FOR 10 (TEN) % CONTRACT VALUE
TOWARDS WARRANTY GUARANTEE**

Bank Guarantee No _____ Date _____

To,

(Name of Purchaser)

Sub: Guarantee No _____ for _____ (Amount) Covering Machine(s) Serial
No _____ supplied to **Secretary, Tourism, Government of Sikkim, India** (Owner)

Ref: Contract (LOA) No _____ dated _____ placed on M/s _____

WHEREAS M/s _____ one of our constituents, (herinafter called the "Seller") have
agreed to sell to you _____ Nos. of _____ (give description of
machine/equipment) as per Contract (LOA) No _____ dated _____ (herinafter called the
"the said contract").

AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10
(ten) % of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a
Bank Guarantee from a recognized/schedule bank, acceptable to the Purchaser for 10% of the value
of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause
of the said conditions of the contract, being the conditions attached to and forming part of the said
contract.

AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in
your favour for an amount representing 10% of the value of the said contract which you have agreed
to accept.

That in consideration of the promise and at the request of the said Sellers, we hereby irrevocably
undertake and guarantee to pay to the **Secretary, Tourism, Government of Sikkim, India** or at such
other place as may be determined by you forthwith on demand and without any demur, any sum upto
a maximum amount of Rs _____ (Rupees _____) representing 10% of the
value of the stores delivered under the said contract in case the sellers make default in paying the
said sum or make any default in the performance, observance or discharge of the guarantee
contained in the said contract.

We agree that the decision of the **Secretary, Tourism, Government of Sikkim, India** whether any
default has occurred or has been committed by the Sellers in the performance, observance or
discharge of the guarantee aforesaid shall be conclusive and binding on us.

Secretary, Tourism, Government of Sikkim, India shall be at liberty, from time to time, to grant or
allow extension of time or give other indulgence to the said Sellers or to modify the terms and
conditions of the contract with the said Sellers without affecting or impairing this guarantee or our
liability hereunder.

This bank guarantee comes into force when the balance 10% of the value of the stores, delivered
vide LR/RR No _____ dated _____ under the said contract, has been paid
and will remain in full force and effect upto _____ i.e., for _____ months counted from
the date of placing the stores in service, and, shall continue to be enforceable for further six months
i.e. upto _____ (date), hereinafter called the said date.

ANNEXURE – 7

Signature of Bidder with seal

That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Secretary, Tourism, Government of Sikkim, India within the said date.

Date _____
Place _____

Signature _____
Name _____

(Designation)

Witness _____

(Bank's Common Seal)

Signature of Bidder with seal