

BID DOCUMENT

**TENDER FOR PROCUREMENT OF LABORATORY INSTRUMENTS FOR
DARJEELING TEA RESEARCH DEVELOPMENT CENTRE,
KURSEONG,
TEA BOARD INDIA**

TENDER NO. 21/DTRDC/INSTRUMENT/2015



NOTICE INVITING TENDER

Office of issue : Chairman, Tea Board, Kolkata
Tender No : TENDER NO. 21/DTRDC/INSTRUMENT/2015

Tender Document : Details are given below

Due date/Time of receipt : **28.02.2017 up to 1.00 p.m.**
Opening date/ time : **On 28.02.2017 at 3.00 p.m.**

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for **Supply and installation of instruments/equipments** at Darjeeling Tea Research Development Centre, Tea Board India, Kurseong.

Eligibility of bidder:

Indian companies registered to take up tendered items of work and whose annual turnover in the last financial years was more than **Rupees 25 lakhs**, are eligible to participate in this tender. Further, the bidder should have capability and experience in supplying, installation/commissioning of the machineries/equipments described in the tender document. Eligibility conditions are described in details in the tender document.

Bid security (EMD) shall be 2.5% of the estimated cost of work which is payable in the form of demand draft in favour of "Tea Board, Kolkata". **Tender Document is to be downloaded from the website of Tea Board, www.teaboard.gov.in and a DD of Rs. 1000/- in favour of Tea Board, payable at Kolkata, to be attached with the Technical Bid of tender as the cost of tender document.**

Secretary,
Tea Board, Kolkata

1. DEFINITIONS:

- a) "TEA BOARD" means Tea Board India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata 700001
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means company, individual or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, more fully described in this document which the supplier is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- j) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use by Darjeeling Tea Research Development Centre, Kurseong,



TEA BOARD INDIA
(MINISTRY OF COMMERCE & INDUSTRY
GOVT. OF INDIA

TENDER DOCUMENT FOR PURCHASE OF EQUIPMENTS (as per Clause 3) FOR
DARJEELING TEA RESEARCH CENTRE KURSEONG, SILIGURI

2.0 PARTICULAR OF TENDER

- | | | | |
|----|--|---|--|
| a) | Designation and address of Authority inviting tender | : | Secretary
Tea Board
14, B.T.M.Sarani
Kolkata- 700 001 |
| b) | Tender No. | : | 21/DTRDC/INSTRUMENT/2015 |
| c) | Last date for receiving tender | : | 28.02.2017 up to 1.00 pm |
| d) | Place of receiving of tender | : | Tea Board, Kolkata |
| e) | Date and time of opening of Techno Commercial Bid | : | 28.02.2017 at 3.00 pm |
| f) | Venue of opening tender | : | Tea Board, Kolkata |
| g) | Date and time of opening of price Bids | : | To be opened after completion of Techno-commercial evaluation |

3.0 EQUIPMENTS TO BE PURCHASED

(Particulars given below)

Sl. No	Name of the Instrument	Quantity
1.	Atomic Absorption Spectrophotometer	1
2.	Portable Photosynthesis Meter	1
3.	UV-VIS Spectrophotometer	1
4.	Flame photometer	1
5.	Electronic Precision Balance:	2

4.0 TECHNICAL SPECIFICATIONS: Annex. 1**4.1 GENERAL SPECIFICATION****4.2 STANDARD ACCESSORIES****4.3 OPTIONAL ACCESSORIES****4.4 BENCHMARKING SPECIFICATION**

** The Bidder should give detailed specifications of equipments proposed giving clearly the standardization certification like ISO, ISI etc. Such details will be analyzed by a team of experts and any sub-standard equipment will be out rightly rejected.*

4.5 The fore goings is the basic minimum specifications to be met. Equipments with better specification/facilities will not be a disqualification.

4.6 Essential Spares

The firm must certify that the spares for specified life (which should be mentioned) of the machines/equipments would be available in India. Firm is also provide their details setup in India and certify that it has requisite infrastructure for carrying out maintenance and repairing in India.

4.7 WARRANTY (Particulars to be inserted)**5 VALIDITY OF RATES**

The rate quoted in the tender should remain valid up to Three months

6 CONSIGNEE

The equipment/machines as per specification given above shall be delivered to DTR&DC at Kurseong. The designation of the consignee along with the complete address is given in Annexure I **(Correct address may be given)**

7 TERMS AND CONDITIONS

7.1.1 Bids should be submitted in two bid system. Part I Techno Commercial Bid and part II Price Bid. All the Bid will be put in separate cover super scribed as follows:-

a) Part I Techno Commercial bid for equipments due on -----
----- at----- hours (IST)

b) Part II price bid for equipments on-----at-----
hours(IST)

Both the above seal covers shall be put in another cover and super scribed as:

“Two Part Bids for ----- (name of the equipments) due on -----at-----hours (IST)”

7.1.2 Bids technical literature, instruction, and certificate, diagrams etc. should be in English language and in original.

7.1.3 Each page of the bid must be serially No. and dully signed by the tenderer indicating unconditional acceptance of terms and conditions of the tender.

7.2.1 Price bid should indicate complete breakup of price in Rs. terms in the following format:

- I. Net ex-factory godown price of the equipments including standard accessories and mechanical spare parts (inclusive of all items for which cost is to be borne by the suppliers as mentioned in the terms of tender agreement).
- II. Transportation charges.
- III. Insurance as per para 7.8
- IV. Any other charges.
- V. Cost of additional warranty for two years after expiry of mandatory warranty of one year may be mentioned separately.
- VI. Excise & Custom duty as applicable.
- VII. Central sales tax if any.
- VIII. Any other taxes if applicable.

7.2.2 In the Techno Commercial Bids, besides usual stipulation, the following should be clearly mentioned.

a) Each copy of tender should be a complete document and should preferably be bound as a volume. Different copies must be bound separately and should include technical hand out etc.

b) **Bidders are mandatorily required to fill up the “Technical compliance statement” for each equipment they bided for as mentioned in annexure “J”, failing to which their bid will be liable for rejection.**

- c) **Profile of the bidder must be submitted as mentioned in Annexure 'k'**. Tenders shall enumerate the operational experience in similar environment of the equipments offer along with name and addresses of user organization and dates when the equipments were installed.
- d) In case the machines/equipments as offered deviates from requirements let down in the tender document, the tenderers should describe in what respect and to what extent the equipment offered by them differs/deviates from the specifications even though the deviations may not be very material. Tenderers must state categorically whether his offer is exact to tenders specifications and indicate deviations if any, failing which his offer is liable to be rejected. Tenderers shall make available full information and technical documents in original on the equipments being offer along with each copy of the quotation. Deviation(s) whether material or not may be decided by Chairman Tea Board in consultation with Advisory Committee consisting of F.A. & C.A.O, Director (Research) and Project Director (I/C) and such decision shall be final and binding.
- e) Tenderers shall furnish details of back-up engineering and support system that will be available to the buyer based at **Kurseong/Siliguri**. The maintenance of the system after expiry of relevant warranty, spare parts and back-up maintenance support must be guaranteed for the life of the equipment which would be specified.
- f) The tenderers shall clearly indicate the time for supply of equipment after receipt of supply order and the penalty clause for delay in software beyond the agreed time schedule.
- g) **EARNEST MONEY:-** Earnest money will be 2.5% of the total tender value or maximum Rs. 25,000/- (Rupees twenty five thousand only) in shape of D/D of any schedule Bank in favour of Tea Board must be submitted with techno commercial bid of the tender. The tender without full earnest money will not be accepted in any case. The earnest money of unsuccessful tenderers shall be returned as promptly as possible but not later than thirty days after expiry of deed validity as mentioned in para 4. The successful tenderer's earnest money shall be converted as part of deed security.
- h) Certificate as per Annexure-C of the tender documents to the effect that the equipments/machines at brand new and fully tropicalised and fit for operation in condition particularly those prevalent at Kurseong shall be enclosed.
- i) Any price preference/discount or any auxiliary/optional equipment for placing repeat/multiple order should be clearly mentioned and be reflected in the quoted price.

- j) Future updating of the accessories and details thereof should be indicated.
- k) Mandatory warranty Period should clearly be mentioned along with additional extended warranty for the machines and details thereof should be specified for each item.
- l) **The price quoted should be strictly in accordance with the terms of tender document and should include installation, training, acceptance test, stabilized power supply units, cabling, loading and unloading, etc. All kinds of way bill, road tax/entry tax to Kurseong has to be paid by the successful bidder.**
- m) Detailed technical literature pertaining to the specifications for all equipment and accessories in original should be enclosed with each book volume of techno commercial bid
- n) Details of foundations flow of work, flow diagram, total electrical load and environmental conditions such as temp, humidity, etc., required for operation of equipment to be mentioned.
- o) Training programme proposed to be imparted to our personnel for operation & maintenance with duration & place of training should be specified.
- p) **Comprehensive maintenance programme/Total Assurance Plan, and their detailed terms & conditions for a period at least 3 years after mandatory warranty period must be mentioned. However, it will not be obligatory for the Tea Board to go for it.**
- q) Designated life of the Machines in terms of running hours or calendar years and availability of spares for that period in India against Rupee Payment must be mentioned.
- r) Certificate to the effect that the price quoted is internationally competitive and has been/being charged by the vendor worldwide. A list of purchasers to whom the same Machines/equipments have been sold in India may also be submitted.
- s) The tenderers should furnish the name and other details of after-sale service/repair facilities available in India.
- t) The tenderers will be required to arrange free demonstration of the Machine at a place mutually agreed for facilitating technical evaluation of their technical bids.
- u) Latest Income Tax/Sales Tax Clearance Certificate/Vat No. or similar document as prevalent must accompany the tender set

along with documentary evidence to prove their financial status. Permanent Income Tax Account Number, Vat Number of supplier may be mentioned.

- v) The tender document is non-transferable.
- w) **All necessary calibrations of the instruments (wherever applicable) during installation should be provided as a part of this tender without additional cost.**
- x) **The successful bidder is required to complete the installation and running of the instrument with requisite samples for the purpose of the instrument without any additional cost.**
- y) **Bidders have to download tender documents from website: www.teaboard.gov.in and deposit Rs.1000/- in the form of Bank Draft in favour of Tea Board payable at Kolkata being cost of tender document at the time of submission of tender, failing which their tender will not be considered.**

7.3 Cost of preparation of tender and arrangement for demonstration/presentation shall be borne by the tenderer.

7.4 (a) Incomplete tenders/defective tenders/ambiguous tenders are liable to be rejected.

(b) Late tenders are liable to be rejected for whatsoever is the reason.

7.5 **TRAINING:**

Successful Tenderer shall make provision for imparting training at Kurseong free of cost during Site Acceptance Test (SAT) to:-

1. Maintenance engineers of the user Organization.
2. Pre-and post-installation training to operating staff

7.6 **SPARE PARTS:**

Tenderers should include in their tender, provision for such tools and initial stock of maintenance spares as are essential for proper maintenance and operation of equipment for 3 years after expiry of 1 years mandatory warranty period / additional extended warranty period of 2 years. In addition, essential requirements of spares and consumption per annum should be indicated. Tenderers shall give an undertaking for supply of spares for the life of the system. Tenderer should specify the life of the Machines/equipments.

7.7 **INSTALLATION, ERECTION AND COMMISSIONING:**

7.7.1 The Tenderers shall be responsible for erection, installation and commissioning of the machines/equipments at the destination site, free of cost and also for making it fully operational.

The material required for installation such as:-

- | | |
|-----------------|---------------------------|
| (a) Labour | (d) Necessary literature |
| (b) Consumables | (e) Instructions material |
| (c) Drawing | (f) other tools |

shall be the responsibility of the tenderers.

7.8 **INSURANCE:**

All goods supplied under the contract/supply order shall be fully insured for all risk with Tea Board of India as the beneficiary. All consignments are required to be dispatched to the consignee's installation-site/final destination and the insurance cover shall remain valid till the erection, installation of the main equipment has been completed by the supplier and accepted by the consignees. The insurance charges along with particulars of insurance agents shall be given in the break up details of cost as required under para 6.2.1.

7.9 **WARRANTIES AGAINST QUALITY:**

7.9.1 Tenderers shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of the equipments/Machines, accessories, etc. The period of mandatory warranty shall clearly be mentioned from the date of successful completion of site acceptance test (SAT) of the system/sub-system. The supplier will furnish a warranty certificate regarding quality as per Annexure 'C' along with Techno Commercial Bid. The supplier will replace free of cost all the defective material/parts and any other accessory supplied by them under the contract/supply order which is found/noticed defective within the period of mandatory warranty.

7.9.2 The Warranty period shall be counted for the up time of the Machines/equipments which should not be less than 95%. Any shortfall in the up time below 95% shall result in extension of Warranty period to that extent.

7.10 **TESTING PROCEDURES:**

7.10.1 In addition to manufacturer/tenderer defined tests, pre-delivery inspection, Site Acceptance Tests at DTR&DC, Kurseong shall be carried out on continuous basis through user interaction as per

Bench Marking specification (Para 3.4) testing procedures defined as under.

7.10.2 In addition to checking of deliverables and manufacturer's defined test, the acceptance tests shall also involve the operation of the complete system/equipment testing of different categories, which will be conducted by the tenderer in the presence of a team or agency nominated by the purchaser. Charges for carrying out these tests shall form part of the bid.

7.11 SITE SPECIFICATIONS:

Each Tenderer shall give site specifications of the equipments/machines being delivered specifying required area, power and other environmental conditions required if any.

7.12 Each successful Tenderer shall provide two sets of parts catalogue, operational & hardware manuals and user guides for each Machine.

7.13 The rate for additional extended warranty period (if available) should also be separately quoted in price bid.

7.14 Each page of the tender should be initialed by the tenderer.

7.15 The earnest money will be liable to be forfeited if the Tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

7.16 The sealed envelopes containing the tender must be super scribed "Tender for ---- -----due on -----" (Techno Commercial Bid/Prices Bid as the case may be). Both bids must be in separate sealed covers & super scribed in bold letters.

7.17 The quantity of Machines equipments may increase/decrease at the time of placing of firm supply order.

7.18 Only one/two authorized representative of the tenderer with proper authority letter may attend the opening of the Techno-commercial Bid in Tea Board, Kolkata on specified date.

7.19 Price bids of only those tenderers will be opened if their Techno Commercial Bids meet the following requirements:

- a) The equipments/machines mentioned in the tender meet all the technical specifications.
- b) The tenders meet the entire requirement contained in this tender document.
- c) Earnest money in terms of tender document is enclosed.

7.20 SECURITY DEPOSIT FROM SUPPLIERS:

The successful tenderers will have to furnish Security deposit @ 10% of the value of the supply order in the form of FDR, Bank Guarantee valid for 1 year from the date of supply order with a provision of further extension/revalidation up to the period which is required for covering entire mandatory warranty/extended warranty period from the date of completion of site acceptance test. The requisite Proforma of the Bank Guarantee is given in Annexure 'A'. The successful tenderer will also execute the Annexure 'B'

7.21 LANGUAGE OF THE TENDERER

The Tenderer and all documents and correspondence relating to the tender exchange by the tenderer and the Board shall be in English.

7.22 Tender currency: Price shall be quoted only in Indian currency. Price quoted in currency other than INR will be liable for rejection.

7.23 Late Tenders: Any tender received after the deadline prescribed in Para 2.0 d) will be rejected and returned when opened to the Tenderer.

7.24 Any price variation due to decrease in import duty or other taxes as imposed by Central/State Govt. must be passed on to the purchaser.

7.25 The Board reserves the right at the time of award of the contract to increase or decrease the quantity of goods specified in the schedule.

7.26 Notification of offer: The Board will notify the successful tenderer by fax, confirming in writing by registered letter that its tender has been accepted. This notification of offer will constitute the formation of contract.

7.27 Signing of Contract Agreement: At same time as the Board issued the letter of acceptance to the successful tenderer, the Board will send the tenderer the contract form as per Annexure- E incorporating the understanding between the parties.

7.28 Within fourteen days of receipt of the contract form the successful tenderer shall sign with date the contract form and return it to the Board.

7.29 Corrupt, fraudulent, coercive or collusive practices: The Board reserved the right to cancel the whole tender process even after selection of successful tenderer if it is found that any of the participating tenderer including the successful tenderer has indulge itself in Corrupt, fraudulent, coercive or collusive practices.

7.30 **Tea Board reserves the rights to accept/reject the tender or cancel the whole process of tender without assigning any reason.**

7.31 **TENDER EVALUATION CRITERIA:**

7.31.1 Board will award the contract to successful Tenderer whose tender has been complied with both “Techno-commercial” and “Price” bid.

7.31.2 The weightage on “Techno-commercial” and “Price” bid will be 70% and 30% respectively.

7.31.3 The instruments will be selected on the basis of cumulative value of both the bids and provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. (For details on procedure please see Annex. ‘I’)

8 **TERMS OF PAYMENT:**

95% payment will be made after delivery of machines/equipments and execution of the supply order including successful installation and site acceptance test (SAT) and comprehensive training for personnel at the respective sites after receiving consignee’s certification for successful execution of supply order and rest 5% will be given within next three month after getting certificate from the consignee on successful smooth functioning of the installed machines/equipments.

9 **FORCE MAJURE:**

“Force Majure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not limited to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majure situation arises, the supplier will promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majure

10 **TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

- 11 **CLARITY OF INFORMATION**
Vendors must furnish specifically the information/clarification where sought in terms of tender document. Vague/ambiguous answering against different paras will not suffice and their tender may be treated as cancelled.
- 12 **COST OF TENDERING**
The Tenderer shall bear all costs associated with the preparation and submission of its tender and Board (Purchaser) will in no case be responsible and liable for those costs regardless of the conduct or out come of the tendering process.
- 13 **PATENT RIGHTS:**
The successful Tenderer shall indemnify the Board against all third party claims of infringement of patent, trademark or Industrial design rights arising from use of goods so supplied to the Board.
- 14 **RESOLUTION OF DISPUTE**
Any dispute arising out of this tender, during the contract period or completion and whether before or after the termination, abandonment or breach of the contract shall be referred to the arbitrator. Chairman, Tea Board, 14, B. T. M Sarani, Kolkata-700 001 will be the arbitrator in all such cases as per the Indian Arbitration and Conciliation Act, 1996 whose decision shall be final and binding.
- 15 **INTERPRETATIONS AND JURISDICTION**
The Contract shall be interpreted in accordance with the laws of the Union of India and course at Kolkata shall have the sole jurisdiction in the event of any dispute not referred for arbitration.
- 16 **Darjeeling Tea Research and Development Centre, Kurseong is** registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notifications No. 51/96-Customs dated 23.07.1996 & No.2412007-Customs dated 01.03.2007 and Central Excise duty exemption in terms of Government Notifications No. 10/97-Central Excise dated 01.03.1997 & No 1GI200T-Central Excise dated 01.03.2007 as amended from time to time. This registration is valid upto 31.03.2018.

A. PROFORMA FOR BANK GUARANTEE

In consideration of the President of India (hereinafter called "The Government") having agreed to exempt _____ (hereinafter called "the said Contractor" from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____

for supply of equipment (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____

(Rupees only). _____ We, _____ (indicate the name of the Bank) _____

hereinafter referred to as "The Bank") at the request of the said Contractor do hereby undertake to pay to the government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms or conditions in the said Agreement.

2. We (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Govt. by reason of breach by the said Contractor any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability, under this Guarantee shall be restricted to an amount not exceeding Rs. _____
3. We undertake to pay to the Government any money so demanded notwithstanding any disputes that may be pending or any raised by the Contractors in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made us under this Guarantee shall be valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____
5. Office/Department/Ministry of _____ certifies that the terms conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the

_____ we shall be discharged from all liability under this Guarantee thereafter.

6. We, (indicate the name of the Bank) _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank) _____ lastly undertake not revoke this Guarantee during the currency except with the previous consent of the Government in writing.

Dated the _____ **day** _____

For _____

(Indicate the name of the Bank)

RESPONSIBILITY OF THE CONTRACTOR
FOR EXECUTING THE CONTRACT

The contract made between _____
_____ (hereinafter called the
'Contractor' which expression shall include their legal representative on the part &
_____ as Purchaser on behalf of the
President of India, hereinafter called the Government.

Risk in the Equipment

The Contractor shall perform the contract in all respects in accordance with the terms and conditions as mentioned from clause _____ to _____ of Supply Order No. _____ dated _____.
The equipment and every respect at the risk of the Contractor until actual delivery to the Consignee at the stipulated place or destination or, where so provided in the Supply Order until their delivery to the Consignee as specified in the Schedule, as Interim Consignee for the purpose of dispatch to the Consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the equipment not being supplied as per specification vide clause _____.

Consignee's Rights of Rejection

- (a) Notwithstanding any approval which the Purchaser may have given in respect of the equipments or any part or portion thereof or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor of the Purchaser or under the direction of the Purchaser and notwithstanding delivery of the equipments where so provided to the Interim Consignee), it shall be lawful for the Consignee, on behalf of the Purchaser to reject the equipments or any part, portion or consignment thereof (i) within 45 days after actual delivery thereof to them at the place or destination specified in the schedule and (ii) in the case of equipment within 90 days reckoned from the date of receipt of complete equipment with spares and accessories, as ordered if such equipments or part, portion or consignment thereof is not, in all respect, in conformity with specifications and terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

- (b) That if the Contractor fails to observe or perform any conditions of this contract or become insolvent or he or his Agent offers any bribe in connection with contract then, notwithstanding any previous waiver of such default or action, the Purchaser will have the power on behalf of the Government to terminate the contract forthwith and without prejudice to other rights and remedies of the Government to forfeit the said Security deposit of Rs. _____
in the form of Bank Guarantee at his discretion and also recover from the Contractor any loss suffered by the Government on account of the contract being so terminated prematurely.
- (C) That in case of any dispute or difference that may arise in connection with this contract the settlement of which is not hereinbefore provided for, the same shall be referred for the Arbitration to the Chairman, Tea Board, 14, B. T. M., Sarani, Kolkata – 700 001, or if he is unable or unwilling to act as an Arbitrator, to any other person nominated by him in writing and the decision of such arbitrator shall be final and legally binding on the parties to this contract.

Witness

*Signed by the said Contractor
Or his Authorised Agent*

1. _____
2. _____

Witness

*Signed by the Purchaser
(for and on behalf of the President of India)*

1. _____
2. _____

WARRANTY CERTIFICATE

We warrant that every thing to be supplied by us hereunder shall be brand new/ fully fit for operating in Indian conditions particularly those prevalent at ----- free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair& overhaul of the equipment /instrument, or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter 1 year mandatory warranty and 2 years additional extended warranty from the date of final acceptance, we undertake the guarantee to repair/supply free of cost the defective items up to the final destination and the inland expenses borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (except in respect of complaints of which the contractor has been notified prior to such date) 36 months after their successful installation and acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises

Signature.....
Name & address of manufacturer/supplier

Dated.....

CONSIGNEE of the Instruments/Equipments

**Project Director (I/C),
Darjeeling Tea Research & Development Centre,
Acharya Bhanu Path,
Kerseoung – 734 203,
Darjeeling, West Bengal
Phone: 0354-2330218/287
Email: pdteaboard@gmail.com ,
dtrdcteaboard@gmail.com**

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 20____ between [name of Purchaser of the one part and (*name of Supplier*) of (*address of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited tenders for certain goods and ancillary services VIZ (brief description of goods and services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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.

The parties agree that, in the event of a dispute between them under or in connection with the contract, the mechanisms for the resolution of disputes outlined in the Conditions of Contract shall be followed in the manner specified therein.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said _____ (for the Purchaser)

in the presence of _____ [*name of witness*] _____

Signed, Sealed and Delivered by the said _____ (for the Supplier)

in the presence of _____ [*name of witness*] _____

TENDER FORM

Date: _____

Tender/Contract No.: _____

TO: TEA BOARD INDIA,
14, B.T.M SARANI, KOLKATA-700001

Dear Sirs:

Having examined the Tender Documents], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods] in conformity with the said Tender Documents for the sum of Rs 20 lac (Rupees twenty lac only) or such other sums as may be ascertained in accordance with the Price Schedules attached herewith and made part of this tender.

We undertake, if our tender is accepted, (1) to commence delivery within [number] days and to complete delivery of all the items specified in the contract within [.....] days calculated from the commencement date specified in the Schedule of Requirements, and (2) to complete all associated services specified in the contract within [.....] days calculated from the commencement date specified in the Schedule of Requirements.

If our tender is accepted we will obtain the guarantee of a bank in a sum equivalent to (_____) per cent of the contract price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for a period of [number] days from the date fixed for the submission of tenders under paragraph 17 of the instructions to tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature

Name

Duly authorised to sign tender for and on behalf of
_____ [In the capacity of]

PRICE SCHEDULE FOR GOODS

Name of tenderer _____

1. Item

2. Description

3. Quantity

4. Unit Price inclusive of all applicable
Import duties and taxes on directly
imported components.

5. Sales and other taxes payable if
Contract is awarded

6. Total price per item (inclusive of all applicable taxes/levies/duties at the site of
installation) =

Total Amount = _____ (INR)

- Cost of two (2) years extended warranty: _____ (INR)

Signature of tenderer _____

Note:

- 1. In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Tenderers.*
- 2. Prices and currencies to be in accordance with the Instructions to Tenderers.*
- 3. All items in the Schedule of Requirements must be entered and priced in the appropriate Price Schedule.*
- 4. Price should be quoted in both figures & words. In case of any mistake in the figure, the price in words will be taken as valid quote.*
- 5. The cost of two (2) years extended warranty will not be considered initially for arriving at the total cost of bid. It will not be mandatory for Tea Board to opt for two (2) years extended warranty. However, the rates quoted for the same will be binding upon the bidder incase Tea Board decides to go for extended warranty after laps of mandatory warranty.*

Annexure 'H'

MANUFACTURER'S AUTHORISATION FORM

[Date]

TO: TEA BOARD INDIA,
14, B.T.M SARANI, KOLKATA-700001

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 23 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

(Signature for and on behalf of the Organization)

TENDER EVALUATION CRITERIA

Board will award the contract to successful Tenderer whose tender has been complied with both “Techno-commercial” and “Price” bid, where weightage will be given as 70% and 30% respectively.

The successful bidder will be selected on the basis of cumulative value of both the bids and provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

For Eg:

- Evaluation of Techno-commercial bid for a **particular instrument** will be as follows: The bids of those companies which will comply with all **the technical specifications as per the tender requirements** will be selected for and ranked by a panel of experts on the basis of technical details submitted by the bidders. All such bids which qualify and ranked by the panel of experts will be allotted marks as follows. Such marks will be converted on the basis of 70% weightage and taken for further consideration.

Parameters	Company A	Company B	Company C	Company D	Company E	Company F
1	Complied	Complied	Complied	Complied	Complied	Complied
2	Complied	Not complied	Complied	Complied	Complied	Complied
3	Complied	Complied	Complied	Complied	Complied	Complied
4	Complied	Complied	Complied	Complied	Complied	Complied
5	Complied	Complied	Complied	Complied	Complied	Complied
6	Complied	Complied	Complied	Complied	Complied	Complied
7	Complied	Complied	Complied	Complied	Complied	Not Complied
8	Complied	Complied	Complied	Complied	Complied	Complied
9	Complied	Complied	Complied	Complied	Complied	Complied
Qualification status	Qualified	Rejected	Qualified	Qualified	Qualified	Rejected
Ranks given	1	-	2	4	3	-
Marks allotted	100	-	90	70	80	-
Weighted marks on the basis of 70% weightage	70	-	63	49	56	-

- All the bids which qualify technical evaluation will qualify for the opening of price bids. Like technical bid, price bid will also be ranked and actual weightage calculated on the basis of 30% weightage. An illustration will as follows :

Company	A	C	D	E
Hypothetical Price (Rs.)	6250	5500	5000	7000
Ranks given	3	2	1	4
Marks allotted	80	90	100	70
Weighted marks on the basis of 30% weightage	24	27	30	21

- The weighted marks obtained by any bidder in technical evaluation and financial evaluation will be added to determine L1, L2 & L3 bidder

Company	Techno-commercial Bid	Price bid	Total marks	Rank	Remarks
A	70	24	94	L1	Selected
C	63	27	90	L2	
D	49	30	79	L3	
E	56	21	77	L4	

So, the instrument of the **Company A** will be selected for final purchase.

“Technical compliance statement”

Name of the equipment	Requirement of the purchaser <i>(as mentioned in the technical specification of the bid document)</i>	Offer by the Bidder	Deviations (if any)

PROFILE OF THE BIDDER
(To be furnished with the BID)

1.	Company Profile	
	Name	
	Address of the registered office	
	Name & Designation of CEO	
	Contact numbers of CEO	
	Nature of Business	
	Years of operations in India	
	Location of offices in India	
2.	Experience / Credentials	
	Number of similar units installed in eastern India	
	Number of similar units installed in Kolkata/ near Siliguri/Kurseong	
	List of satisfied customers in India (testimonials from three satisfied customers may be attached)	
3.	Service Support in India	
	Number of application specialists	
	Location of service centres in eastern India	
	Number of trained service engineers in eastern India	
	Number of trained service engineers exclusively dedicated to each equipment offered	
	Number of trained service engineers for the equipments offered stationed in Kolkata	
	Number of trained service engineers for the equipments offered stationed near Siliguri/Kurseong	
	Whether the OEM makes available any service support in India	
4.	Availability of spares in India	
	Whether the service set up maintains stock of essential spares in eastern India	
	Lead time for supply of essential spares	

Date: _____

Signature _____

Place: _____

Name _____

Company seal: _____

Designation _____

Technical specification of the equipments/instruments:

Instrument 1: ATOMIC ABSORPTION SPECTROPHOTOMETER

General:

Working wavelength range: 185nm-900nm or better

Wavelength accuracy: ± 0.5 nm or better

Wavelength repeatability: 0.3nm or better

Spectrum bandwidth: 0.2nm, 0.4nm, 0.7nm, 1.4nm, 2.4nm, 5.0nm

Resolution: < 40%

Base line stability: ± 0.004 Abs/30min or better

Background Calibration ability: D2 lamp background calibration capability at 1A better than 30 times high speed self reversal method.

LIGHT SOURCE SYSTEM:

Automatic 6-8 lamps turret, 2 lamps lighting simultaneously (1 for measurement and 1 for warming up for the next measurement)

Lamp mode: EMISSION, NON-BGC, BGC-D2, BGC-SR

OPTICAL SYSTEM:

Monochromator: Double beam total reflection system

Abberation-corrected Czemy-Turner mounting

Grating: 1800L/mm or better

Blazed wavelength: 250nm

DETECTION AND DATA PROCESSING SYSTEM:

Detector: photomultiplier tube with high sensitivity and wide spectral range

Electronic and microcomputer system-light energy and negative high voltage autobalance

Read mode: sampling time 0.1- 19.9 s or better

Scale expansion: 0.1~99 or better

Data processing mode: Automatic calculation of mean, standard deviation

Repeating number in the range of 1~99

Measurement mode: 3-7 standards for curve fitting.

Sensitivity correction should be available

Result printing: measurement data, working curve, signal profile and analytical conditions

Instrument self-check: check current status of each function key

FLAME ANALYSIS:

Burner: Single slot all-titanium burner

Nebulizer: High efficiency glass nebulizer with metal sleeve

Position adjustment: adjustment mechanism for vertical, horizontal positions and rotation angle of the burner, Gas line protection: fuel gas leak system

CHARACTERISTIC CONCENTRATION AND DETECTION LIMIT

Air acetylene flame: Cu- characteristic concentration ≤ 0.006 mg/l

ACCESSORIES:

PC having latest configuration, printer, air compressor, hydride generating unit for analysis of low level As and Hg with suitable absorption cell, chiller, hollow cathode lamps of Zn, Cu, Mn, Mo, Fe, Mg, Ca, K, As, Hg, Cd, and Ni etc.

Graphite Furnace Auto sampler

No. of sample container- 60 or more (1.5 ml container)

Sample injection volume- 1 to 100 μ l

Sample dilution (in furnace)- 1 to 10 fold

OR ITS EQUIVALENT

Instrument 2: PORTABLE PHOTOSYNTHESIS SYSTEM with Chlorophyll fluorescence Module

Photosynthesis System should have **Portable, Light Weight (less than 2kg)** for measurement of Photosynthesis, Soil respiration, Transpiration, Stomatal Conductance/resistance, PAR, RH, Air temp, Leaf Temperature by non contact type infrared leaf temp. Sensor by Open as well as Closed system technique. The instrument should have interchangeable leaf chamber for open system as well as closed system. The leaf chambers should be directly connected to the analyzer for fast and accurate measurement.

Sensor Type	:	CO ₂ & H ₂ O Analyser (Inside main system), free absolute & differential, non-dispersive infrared gas Analyser.
Range	:	0 - 2000 ppm (CO₂) and 0 – 100% (H₂O)
Resolution	:	0.1 ppm (CO₂) and 0.1% (H₂O)
Accuracy	:	<± 2%
Flow	:	100 – 1000 ml/minute
PAR Range	:	0 – 2500 μ mol/m ² s ⁻¹
Leaf Temp. Range	:	-10 – 50° C with ±0.3° C accuracy
Pressure Compensation	:	Automatic pressure and temperature compensation
Display	:	LCD 40 x 6 characters or 320 x 60 pixel

Data output	:	USB to computer.
Data storage	:	4 MB Flash RAM
Power supply	:	Rechargeable battery providing 5 hours of continuous use, or AC power.
Weight	:	Light weight, ≤ 2.0 Kg with battery
System should supply with Chlorophyll Fluorescence attachment and all required accessories.		

OR ITS EQUIVALENT**Instrument 3: UV-VIS SPECTROPHOTOMETER**

Operating mode: Absorbance and Transmittance (%T)

Source lamp: Deuterium (UV) and Tungsten (Visible)

Wavelength range: 190-1100 nm

Wavelength accuracy: ± 1 nm from 200 to 900 nm

Wavelength calibration: Automatic

Scanning speed depending on selected resolution (100-4500 nm/min)

Wavelength resolution selectable interval (0.1, 0.2, 0.5, 1.0, 2.0, and 5.0 nm)

Spectral bandwidth ≤ 3 nm

Photometric Range: -0.3 to 3.0 \AA or 0.1 to 100 \%T ,

Photometric accuracy: $+ 0.005 \text{ \AA}$ at 0.0 to 0.5 \AA and 1% at 0.5 to 2.0 \AA

Photometric linearity: $<0.5\%$ at 2.0 \AA ; $\leq 1\%$ at $> 2.0 \text{ \AA}$

Stray light $<0.05\%T$ with KI- solution at 220 nm

Stability $0.002A/h$ at $0A$ and 546 nm

Spectral scanning presence

Ports USB 1.1

Display large LCD

Mandatory Accessories:

Multi cell holder, Sipper Module, Carousel cell holder, Peltier temperature control module, turbidity cell holder, Quartz cuvette 20 nm, 50 nm and 100 nm, Printer

OR ITS EQUIVALENT

Instrument 4: FLAME PHOTOMETER

Dual channel capacity which can measure up to four element (Na, K, Ca, Li) and fully automatic ignition system

Range:

Na: 0-100

K: 0-100

Ca: 15-100

Li: 10-100

Sensitivity:

Na: 5

K: 5

Ca: 10

Li: 10

Specificity: Interference from Na, K and Li equal in concentrations to test element will be > 0.5%

Linearity: Better than 2% when concentration of 3ppm Na and K and 5 ppm Li are set to read 100

Display: 3 ½ digit LED' ½ "HD

Accuracy: ± 2% upto 40 ppm

± 5% above 40 ppm

Repeatability: ± 2 count

Power: 230± 10% AC 50 Hz

Flame System: LPG and dry oil free air

OR ITS EQUIVALENT

Instrument 5: Electronic Precision Balance

Capacity: 100 g

Repeatability: ± 0.001 g

Linearity: ± 0.002 g

Display Type: LCD

Platter Size (mm): 90 mm

Platter material: Stainless Steel

OR ITS EQUIVALENT