



# **BID DOCUMENT**

**TENDER FOR Engagement of Security agency to provide to  
Security Supervisor and Security guards at Tea Board.**

**TENDER NO.02/Security/17**

## TABLE OF CONTENTS

Section	Title	Page No.
I	Notice Inviting Tender	1
	Information to be given by Bidder	2
II	Instructions to Bidders	3
III	General Conditions of Contract	12
IV	Special Conditions of Contract	16
	Annexure-I (Annual Maintenance Contract)	18
	Annexure-II (Scope and Description of Work)	19
V	Technical Conditions of Contract	20
VI	Bid Form	21
VII	Performance Security Bond Form	22
	Proforma for Letter of Authorization for attending the bid opening	24
	Pre-stamped Receipt (for refund of EMD)	25
VIII	Price Schedule	28
IX	Format of Contract Agreement	30-35

**TEA BOARD OF INDIA**  
**14 B.T.M. Sarani, Kolkata-700 001**  
**SECTION-I**  
**NOTICE INVITING TENDER**

Office of issue : Secretary, Tea Board, Kolkata  
Tender No : TENDER NO. 02/Security/17  
Tender Document : Details are given below  
Due date/Time of receipt : **27.02.2017** at 1300 Hrs.  
Opening date/ time : **27.02.2017** at 1500 Hrs.

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for Engagement of Security agency to provide Security guard and Supervisor at Tea Board.

**Eligibility of bidder:**

Indian companies registered to take up tendered items of work and whose annual turnover in the last 3 (three) each financial years was more than Rupees 20 Lakh/per year are eligible to participate in this tender.. Further, the bidder should have capability and experience in providing Ex-Serviceman Security personnel in Government/Semi Government organization along with its Eligibility conditions as described in detail in the tender document.

The existing agency or any other agencies who were engaged earlier in Tea Board and desirous to participate in this Tender should obtain a satisfactory performance certificate for their previous engagement from the Secretary, Tea Board which should be submitted along with the Tender. The existing agency or earlier agencies while submitting tender should write on the outer envelope of the Tender "existing agency/earlier agency and satisfactory performance certificate duly signed is enclosed".

Estimated approx cost of the work is Rs.15, 00.000/- lakhs per annum (Rupees. Fifteen lakhs only) as per minimum wages as on 1<sup>st</sup> July, 2017.Presently we are paying monthly Basic Pay Rs.8,888/-to security supervisor and Rs. 8080/- to security guard. Bid security (EMD) shall be Rs. 37,500/-(Rupees Thirty Seven thousand Five hundred only) payable in the form of demand draft/pay order in favour of "Tea Board, Kolkata".

Intending bidders may obtain copy of the tender document from website of Tea Board Kolkata, ([www.teaboard.gov.in](http://www.teaboard.gov.in)). On payment of Rs. 1000/-(Rupees One thousand only) non-refundable. **Tender Document has to be downloaded from the site of Tea Board (www.teaboard.gov.in) against a DD of Rs. 1000/- (One thousand only) in favour of Tea Board payable at Kolkata, is to be attached with the Technical Bid of tender as the cost of tender document**

**The mode of evaluation of tender will be in two bid norms, such as Technical bid and financial bid only technically qualified bidders can participate in the financial bid and thereafter the bid will be opened for evaluation of financial bid and selection.**

Secretary,  
Tea Board, Kolkata

**INFORMATION TO BE GIVEN BY THE BIDDER**

- 1. Name of the Bidder Firm/Company :  
:
  
  - 2. Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : Office  
: Residence  
: Mobile  
: FAX
  
  - 3. Registration particulars of the Firm/Company viz. : e-mail  
Proprietary, Partnership, Private Limited, Public Limited  
etc. (attach photocopy of the Certificate of Incorporation)
  
  - 4. Name of Proprietor/Partner/Director signing the tender :  
document.
  
  - 5. Name/Designation/Address of the Authorized Signatory ho :  
the Power of Attorney  
  
(if any)
  
  - 6. Income Tax Return Particulars :  
Permanent Account Number (PAN) :  
Service Tax Regn. No. :  
Bank A/C No. :  
Branch Name :  
IFSC Code :  
Aadhaar No :  
7. Details of Experience :  
8. Details of Technical Personnel
- | Name | Age | Qualification/s |
|------|-----|-----------------|
|------|-----|-----------------|

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name:

Signature

(Capacity in which signed)

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### **A. INTRODUCTION**

##### **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 "Agency" or firm who participates in this tender and submits its bid.
- d) "The Agency" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, which the agency 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 in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

##### **2. ELIGIBLE BIDDERS:**

The eligible bidder shall be an Indian Company having five years of experience of Engagement of Security agency to provide Security guard and Supervisor and whose annual turnover in the last 3 (three) financial years was more than 20 Lakh/ per year. Further, the bidder should have capability and experience in Engagement of Ex- Serviceman Security personnel to provide Security guard and Supervisor.

- 1) In Government/Semi Government organization.
- 2) Capable to provide round the clock security and timely replacement of the absentees.

**Bids not conforming to these conditions will be rejected outright.**

##### **3. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**BID DOCUMENTS:**

3.1 The service required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with <b>the Technical Bid</b>	Documents to be enclosed with <b>the Financial Bid</b>
1. Notice Inviting Tender 2. Instructions to Bidders 3. General Conditions of Contract 4. Special Conditions of Contract 5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return 8. Experience Certificates 9. Category of the services being offered in the tender shall be specified in the technical bid and the brochure of the services being quoted shall be enclosed. 10. Turnover Certificate of Minimum Rs.20 Lakh/per year 11. Bid Form 12. Other documents asked for in the tender form 13. Any other document as the bidder may wish to submit in support of the bid. 14. ESI (Employees State Insurance) Code (Attach photocopy of the Certificate) 15. EPFO(Provident Fund) Code (Attached Photocopy) 16. Registration under Contract Labour Act ,1972 (Attach photocopy of the Certificate) 17. Service Tax Registration No (Attached photocopy of the certificate)	1. Price Schedule 2. Performance Security Bond Form 3. Any other document as the bidder may wish to submit in support of the bid.

4.2 **The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.**

**4. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which is received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

The prospective bidders may attend the PRE-BID MEET on 23.02.2017 at 3 P.M to discuss clauses in the tender document. The venue for such pre-bid meet will be Board Room of Tea Board at its given address or any other place.

**5. AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.

- 5.2 The amendments shall be notified in Writing or by e-mail or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- C. In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably

D. PREPARATION OF BIDS

**6. DOCUMENTS COMPRISING THE BID:**

The bid prepared by the bidder shall comprise the following components:

**Technical bid**, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A clause-by-clause compliance as per clause 11.2
- (d) A Bid form duly filled in by the bidder.

**II. Financial bid**, which shall contain the Price schedule, completed in accordance with clause 9 & 10.

**8. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the services to be supplied, a brief description of the services, quantity and price.

**9. BID PRICES:**

- 9.1 The bidder shall give the total composite price of all levies and taxes and insurance. The basic unit prices and other component prices need to be individually indicated against the services, it proposes to supply under the contract as per price schedule given in Section VIII in Indian Rupees
- 9.2 Prices indicated in the price schedule shall be entered in the following manner:
- (i) The price of the services, Tax, Insurance and other statutory taxes payable by the bidder.
  - (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.
- 9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of services offered.
- 9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.
- 9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable as per clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

## **10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for more than Rupees 20 Lakhs-----.
- (v) Certificate in respect of capability and experience
  - a. To provide personnel of different categories such as Ex-Servicemen as security guard and supervisor. In Government/Semi Government organization.
  - b. All the personnel should have proper uniform.
  - c. -----(work experience description)-----

10.2 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.

10.2a. To judge the financial capabilities, the firm shall furnish certified copy of audited balance-sheet showing turnover for last 3 years.

10.3 The services offered must have ability to meet the technical specifications. Necessary document to substantiate this shall be submitted along with the offer by the Supplier.

10.4 In case the service offered has been Approved/Validated by the purchaser, documentary evidence to this effect shall be submitted by the bidder.

## **11. DOCUMENTS ESTABLISHING SERVICE CONFORMITY TO BID DOCUMENTS:**

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract.

11.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish:

- (a) A detailed description of the services, goods, essential technical and performance characteristics.
- (b) A clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. The Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

## **12. BID SECURITY:**

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.37,500/- (2.5% of tender value) (Rupees Thirty Seven thousand Five hundred only). The bidders who are registered with National Small Scale Industries Corporation (NSIC) under Single point Registration Scheme may be exempted from bid security A proof regarding current registration with NSIC for the Tendered Item will have to be attached along with the bid.

12.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of a crossed Demand Draft or Bank guarantee from a Nationalized Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable. Any Small Scale Industry/Firm claiming exemption from payment of bid security should submit the copy of the current registration with NISC for the tendered items.



12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be ***rejected by the purchaser as non-responsive.***

12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible after the expiry of the period of bid validity prescribed by the purchaser, Pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or
- (b) In the case of a successful bidder, if the bidder fails
  - i) to sign the contract in accordance with clause 28, or
  - ii) to furnish performance security in accordance with clause 28.

### **13. PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. ***A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.***

13.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

### **14. FORMAT AND SIGNING BID:**

14.1 The bidder shall prepare the bid in separate sealed envelopes for Technical bid and financial bid, clearly super scribing the name on the envelopes.

14.2 The bid shall be typed or printed and signed by the bidder or person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or PVC tape sealed).

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

### **D. SUBMISSION OF BIDS**

#### **15. SEALING AND MAKING OF BIDS:**

15.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

15.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:  
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE 27.02.2017 . (Due date).
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8<sup>th</sup> Floor, O/o Tea Board, and Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

15.3 If the outer envelope is not sealed and marked as required by Para 15.1 and 15.2, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required by Para 15.1 and 15.2, the bid shall be rejected.

#### **16 SUBMISSION OF BIDS:**

16.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 1300 Hrs on 27.02.2017 (tender opening date).

16.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

#### **17 LATE BIDS:**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16 shall be rejected and returned unopened to the bidder.

**18 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by e-mail/ FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION**

**19 OPENING OF BIDS BY PURCHASER:**

- 19.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register, Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

**20 CLARIFICATIONS OF BIDS:**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.

**21 PRELIMINARY EVALUATION (TECHNICAL BIDS):**

- 21.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done Only those bidders who qualify the technical bid evaluation will be allowed to participate/attend the commercial bid.
- 21.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.
- 21.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affects the relative ranking of any bidder.

## **22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The comparison for evaluations shall be the final quotation list as prepared on the basis of technical bid and financial bid evaluation of the services offered inclusive of all taxes and levies, charges.
- 22.3 The tender will be evaluated for offers quoted to provide all the services (engagement of Ex-Servicemen security guards & security supervisor).

## **23 CONTACTING THE PURCHASER:**

- 23.1 Subject to clause 20, no bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24. AWARD OF CONTRACT:**

The purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically (type-approved/validated by the purchaser), commercially and financially acceptable. Generally L-1 i.e. the lowest bidder is selected and is awarded with contract.

## **25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

## **26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

## **27. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:**

The issue of an Advance Purchase Order or LOI (Letter of Intent) shall constitute the intention of Purchaser to enter into the contract with the bidder.

The bidder shall, within 15 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with section VIII provided with the bid documents.

## **28. SIGNING OF CONTRACT:**

The issue of purchase order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security pursuant to clause 27, the purchaser shall discharge the bid security, pursuant to clause 12.

**29. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

**30. QUALITY ASSURANCE REQUIREMENTS:**

- The Agency shall ensure Quality of the services provided. This will be done on the basis of punctuality, dedication and timely replacement of absentees.

**31. IMPORTANT CONDITIONS:**

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid:

- (i) Clause 15.1 of section II – The bids will be recorded unopened, if covers are not sealed with wax or PVC tape.
- (ii) Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (iii) Clause 2 & 10 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Clause 11.2 (c) of Section II – If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- (v) Section III – Commercial conditions & section V – Technical Conditions – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (vi) Section VIII: Price Schedule – Prices are not filled in as prescribed in the price schedule.
- (vii) Section II clause 9.5 on discount, which is reproduced below:  
*“Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly NET PRICE taking all such factors like Discount, free supply etc. into account.”*

Secretary,

Tea Board, Kolkata

**SECTION III  
GENERAL CONDITIONS OF CONTRACT**

**1 APPLICATION:**

The General Conditions shall apply in the contract made by the purchaser for the procurement of Services.

**2 STANDARDS:**

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

**3 PATENT RIGHTS:**

The agency shall indemnify the purchaser against all third party claims of infringement of Patent, trademark or industrial design rights arising from use of the goods or any part thereof in Tea Board.

**4 PERFORMANCE SECURITY:**

4.1 The agency shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of supplier's receipt of the Advance Purchase Order.

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The performance Security Bond shall be in the form of Agency guarantee issued by a Scheduled Agency and in the format provided in the Bid Document, Section VII.

4.4 The performance Security Bond will be discharged by the purchaser after completion of the Agencies' performance obligations including Warranty obligations under the Contract.

**5 INSPECTION AND TESTS:**

5.1 The purchaser or his representative shall have the right to inspect and test the services as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested services fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected services or make all alterations necessary to meet specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the services on receipt in the purchaser premises will also be tested during and after providing before "take over" and if any service is found unsatisfactory the same shall be replaced free of all cost to the purchaser.

5.4 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a **Taking over Certificate**. The inspector/ultimate consignee shall not delay the issue of any "**Taking Over Certificate**" contemplated by this clause on account of minor defects in the service which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.

5.5 Nothing in clause 5 shall, in any way; release the supplier from any warranty or other obligations under this contract.

## **6. DELIVERY:**

6.1 Delivery of the services shall be made by the Agency in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and the services shall remain at the risk of the supplier until delivery has been completed. The delivery of the services shall be to the ultimate consignee as given in the purchase order.

6.2 The Delivery of the services and documents shall commence immediately on placement of work order and be completed within 03 days.

## **7. PAYMENT TERMS:**

7.1 Payment of the cost of services as mentioned in the Price Schedule will be effected as per the agreement.

7.2(a) (i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

(ii) The agency, being the employer in relation to persons engaged/employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons shall not be less than the rates of minimum wages prescribed by the Government from time to time under Contract Labour (R & A) Act, 1970 which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and /or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws and revision of minimum wages as per the order of State Govt. time to time.

## **8. Wages :**

i) a) wages charged by the agency for services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid except in case there is revision of minimum wages notified by the State Govt. from time to time.

b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices.

ii) (a) wages once fixed will remain valid for the period of under contract except in case there is revision in minimum wages noticed by the state Govt. from time to time.

## **9. CHANGES IN PURCHASE ORDERS:**

10.1 The purchaser may, at any time during service contract period, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

(a) Specifications, where services to be furnished under the contract are to be specifically provided for the purchaser.

(b) The place of duty and duration of duty hours.

(c) The services to be provided by the supplier.

10.2 If any such changes causes an increase or decrease in the cost of or the time required for the execution of the contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be within thirty days from the date of the receipt of change in order.

## **11. SUBCONTRACTS:**

The Agency shall notify the purchaser in writing of all subcontracts awarded if not already specified in his bid. Such notification in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

## **12. TIME PERIOD OF WORK:**

**01 Years**

### 13. DELAYS, LIQUIDATED DAMAGES:

13.1 In case of extension in the Delivery, Installation, Testing and Commissioning period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the service:

S. No.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period / completion of work as per clause 15	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 15	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 15	7.5 %
4.	Delay exceeding three fourth of the prescribed period / completion of work as per clause 15.4	

14. The maximum amount of liquidated damages shall be 10%.

15. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery.

16. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the bidder.

16.1 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned

16.2 Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached.
2. When the bidder fails to provide service satisfactorily.
3. When contract is being terminated due to non-performance of the bidder.
4. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser in this regard shall be final.

### 17 FORCE MAJEURE:

17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.



17.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

**18 TERMINATION FOR DEFAULT:**

18.1(a) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

(a) If the Agency fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.

(b) If the Agency fails to perform any other obligation(s) under Contract: and

(c) If the Agency, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

**19 TERMINATION FOR INSOLVENCY:**

The purchaser may at any time terminate the contract by giving written notice to the agency, without compensation to agency, if the agency becomes Agencyrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

**20 ARBITRATION:**

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata . The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

20.3 The venue of the arbitrator proceeding shall be the office of the Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

**21. SET OFF:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser/TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the purchaser or TEA BOARD or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD.

## SECTION IV

### *SPECIAL CONDITIONS OF CONTRACT*

The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**' as contained in Section III and wherever there is a conflict; the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. (i) The Agency guarantee for bid security or NSIC certificate for claiming exemption from submission of Agency guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the technical bids.
3. In case where the document of bid security is not submitted in the manner prescribed under clause 3(i), above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
8. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
9. The supply of services will be accepted only after the verifications are carried out by a team identified by the purchaser as per prescribed schedule.
10. The Agency shall:

**11. EXPERIENCE:**

- (i) The bidder should have capability and experience in
  - 1) Providing Ex-Serviceman in Government/Semi Government organization.
  
- 12. The service proposed to be supplied should be specific as mentioned in the tender document to the satisfaction of the purchaser.
  
- 13. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
  
- 14. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to single party only.

## SECTION IV

### ANNEXURE-I

#### Contract during operation

#### SCOPE & TERMS:

#### CONDITIONS:

1. Any absentee effecting availability of service it shall be treated as major absentee. All major absentee shall be replaced within 6 Hrs of its reporting to the contractor.
2. The contractor, if fails to replace absentee within the stipulated duration, shall be liable to pay penalty for the entire period of absenteeism including Saturdays, Sundays and Holidays at the rate of Rs. 400/- per day per person.
3. The contractor shall submit a performance Agency guarantee for the amount to be specified at the time of signing of the agreement.
4. After the expiry of the contractual period, it will be optional for the purchaser not to enter into the contract further, with the contractor.

#### **FORCE MAJEURE**

Neither the purchaser nor the system maintenance firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of TEA BOARD or the system maintenance firm (as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement; and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

5. **Termination Clause:** If the purchaser is not satisfied with the performance of the vendor during the contract he will be eligible to terminate the contract during its current period, after giving 3 months notice to the vendor.

**ANNEXURE-II**  
**SCOPE AND DESCRIPTION OF WORK**

**1. INTRODUCTION:**

To provide security and other services at Tea Board.

**2. Objectives:-**

The major objectives are as follows:

To maintain security and other services as and when required.

**3. SCOPE OF WORK**

- The scope of work is given in a separate sheet.------(as per work requirement)-----  
-----

That the agency is required to provide 09 Nos. Ex-Servicemen as security guards and 01 No. Ex-serviceman as Supervisor. The security guards and supervisor are required to man the main gate and garage gate and other gates as and when required. It is the duty of the security guards as well as the supervisor to provide all types of security inside the premises and also to ensure that the surrounding of the premises is not encroached by the unauthorized person like vendor, hawker etc. To check the material /property going out of the building and outside entering the building through the procedures of the gate pass etc. as laid down by the Authorized officer. To perform watch and ward functions including night patrol on the various points of deployment. To prevent the entry of stray dogs, antisocial elements, unauthorized persons and vehicles into the building. To prevent unauthorized entry. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them. Entry of cycles and vehicle such as scooters, motor cycle and motors of strangers/visitors shall not be allowed in the premises, unless otherwise permitted by the Authorized Officer. The Security guards should ensure that the flowers, plants, are not damaged either by the staff or by outsiders. The security guards will also help the fire fighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

**Schedule of work**

The Supervisor is required to attend office for 6 days in a week from Monday to Saturday from 9-30 AM to 6-30 PM. He may be entitled for Board's holiday including Sunday.

The Security guards are required to attend office as per the shift detail prepared by the supervisor so that the main gate is manned by two (02) guards from 9-30 AM to 6-30 PM during the working days and if required on holiday. The garage gate should be manned by two security guards on 24 x 7 days basis. The civilian security guard shall man; the other gates in the premises and also assists other security guards as and when required.

**Job Responsibility**

**Supervisor:** He is responsible to the Security Officer for maintenance of overall security, safety, housekeeping, fire preventive measures and reception desk. He will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.

**Security Guard:** They are responsible to the Security Officer through the supervisor. Besides manning the gates and operation of the fire fighting equipments a few other related tasks are required to be performed by the security guards such as maintaining one register for garage out/in of the office cars. They have to hoist and lower the National flag at every dawn and dusk respectively. They have to switch on /off external lights viz neon sign, flex lights and security light of the building. After working hour they have to ensure that all the internal lights, fans, AC Machines UPS and switched off and office doors are closed. They have to operate the pump motor to lift water whenever required.

**SECTION- V**

**TECHNICAL CONDITIONS OF CONTRACT**

***Technical specifications for service are as below:***

- *01 Ex-Serviceman Supervisor*
- *09 Ex-Serviceman Security guard*
- *-----(As per work/equipment/services required)-----*

**SECTION VI**

**BID FORM**

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addendum Nos. ....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with said conditions of contract and specifications for sum of Rs. ....(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the services specified in the contract within the specified timeframe as calculated from the date of issue of your work order.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated this ..... day of

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature .....

## SECTION VII

### PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS ..... DAY OF..... between the Tea Board Of India (A Government Of India Commodity Board), having its Head Office at 14 B.T.M Sarani, Kolkata (hereinafter called the "TEA BOARD") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and ..... (hereinafter called the "Agency") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE TEA BOARD accepted the tender of M/s ..... (hereinafter called the agency) to supply the TEA BOARD..... as per Contract No. .... Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that agency shall furnish Bank Guarantee to the extent of 10% of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the agency the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The Bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Agency shall render all necessary and efficient services which may be required to be rendered by the Agency in connection with and/or for the performance of the said contract and further guarantees that the services which shall be supplied by the Agency under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty workmanship, such as inadequate contract protection or otherwise whatsoever and in the event of the agency failing or neglecting to render necessary services as foresaid and/or in the event of the services failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Agency shall of ..... against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Agency of any of the aforesaid terms and conditions and the Agency further undertakes to pay the TEA BOARD, such sum not exceeding Rs..... on demand and without DEMUR in the event of the agency's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services.
2. The decision of the TEA BOARD as to whether the Agency failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the TEA BOARD by the Agency herein shall be final and binding on the Agency.
3. The liability of the Agency under this Guarantee shall be as of Principal Debtor.



4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the services have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Agency and a No Demand Certificate submitted to this effect by the agency.

5. The Agency further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Agency for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the Agency before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the Agency notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the agency or the Service Provider and shall be a continuing one.

7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the agency and either reinforce or forbear any of the terms & conditions of the said contract and Agency shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the agency or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the agency or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Agency undertakes not to revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.

9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs..... (in words) .....Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for and on behalf of the Agency in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**Proforma for Letter of Authorization For Attending Bid Opening**

Subject: Authorization for attending Bid opening on ----dd/mm/yyyy----- in the tender at Tea Board Kolkata  
for -----name of tender----- on behalf of  
\_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of  
\_\_\_\_\_(Bidder) in order of preference given below.

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative \_\_\_\_\_

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

**PRE-STAMPED RECEIPT**

**FOR REFUND OF EARNEST MONEY DEPOSIT**

Received with thanks from Accounts Officer (Cash), TEA BOARD, O/o Chairman Tea Board Kolkata, a sum of Rs -----  
----- (Rs. ----- Only), towards the refund of earnest money deposit paid in respect of the tender  
for ----- name of tender -----" against ----- tender number -----  
-----.

Date:

Signature of Bidder  
(on one-rupee revenue stamp)

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WARRANTY CERTIFICATE**

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

In case of any latent defect or inconsistency due to poor workmanship 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 replace free of cost the defective service.

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

SEAL of agency Enterprises

Signature.....

Name & address of agency

Dated.....

**Section VIII**

**PRICE SCHEDULE (Financial Bid)**

	<b>Description of manpower required to be provided</b>	<b>Qty Nos.</b>	<b>Total Price inclusive of all statutory obligation etc.</b>
1)	1] Ex- Serviceman supervisor  2.Ex-Serviceman security guard	<b>01</b>  <b>09</b>	In figures Rs..... In words Rupees ..... In figures Rs..... In words Rupees ..... Price should be quoted i) Basic wage ii) Other charges including applicable service tax, service charges etc. iii)Total in Rupees No other component should be mentioned in the price
The rate should be quoted in terms of working hour per day and no. of days per month. The rate is also to be quoted <b><u>separately</u></b> for over time duty if performed by any of the personnel under the different categories.			

Signature of the bidder along with seal.

## Format of Contract Agreement

(On Rs.100- Non Judicial Stamp Paper)

(Security)

This agreement is made on this -----day of -----of between TEA BOARD a statutory body under the Ministry of Commerce and Industries, Govt. of India at 14, BTM Sarani (Brabourne Road), Kolkata-700001 duly represented by the Secretary, TEA BOARD hereinafter referred as "the BOARD" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the FIRST PART

AND

----- sole proprietorship firm having its office at -----  
-----duly represented ----- proprietor hereinafter referred to as  
"the agency" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the SECOND PART

WHEREAS the Board intended to engage a suitable agency for providing Security Supervisor and Guards only from the category of Ex Serviceman (Discharged/Released from Army, Navy and Air Force) who are medically fit and capable to perform duty in shifts in the Board's Head office at Kolkata and for the said purpose the Board issued an open Tender notice No. ----- for inviting willing bidders

AND WHEREAS by a letter of intent with reference No. ----- the agency having it's office at ----- was informed about the acceptance of it's Tender submitted against Tender notice No. ----- for the period at a price and upon the terms and conditions herein contained. The agency has also deposited performance security for an amount of -----  
-----

AND WHEREAS on the requisition of the BOARD the agency has agreed to provide 09 (nine) Nos. security guards (only Ex-Servicemen), 01(one) No. security supervisor (only Ex-Serviceman), on contractual basis to BOARD as per the scope of work narrated below for the safety and security and other related and associated work of the aforesaid premises of the BOARD effectively and efficiently. The offer and acceptance were made on mutual agreement with effect from ----- for a consideration sum of Rs. -----  
-----per month including Service Tax @ ----- and all other applicable Taxes and charges for providing a total 10 Nos. Ex Serviceman as stated before and also in the Tender form.

AND WHEREAS it is also agreed that as and when it is required to engage more staff the agency will provide those staff as per the agreed rate and considering the minimum rate declared by the Govt. of West Bengal. No overtime payment or any other allowance/charges will be paid. The terms and conditions given in the Tender are also part of the Deed of Agreement and the agency has to follow those terms and conditions in letter and spirit.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS:

**I. SCOPE OF WORK:**

(a) That the agency is required to provide 9 Nos. Ex-Servicemen as security guards and 01 No. Ex-serviceman as supervisor, the security guards and supervisor are required to man the main gate, garage gate, parking slots and any other gates or area as and when required. It is the duty of the security guards as well as the supervisor to provide all types of security inside and around the premises and also to ensure that the surrounding of the premises is not encroached by any unauthorized person like beggars, vendors, hawkers etc. If any portion/spot in the surrounding area is encroached by any unauthorized person/agency during the contract period then it is the responsibility of the agency to remove such encroachment before submission of monthly bill. It is the duty of the security guards as well as the supervisor to ensure that 05 Nos. parking slots on Brabourne Road allotted by KMC against payment are occupied by office car only. No private car should be allowed to be parked in the allotted parking slots without explicit order of the Competent Authority of Tea Board. The final bill and performance security money will be released only when the surroundings is free from any encroachment.

(b) The supervisor preferably a computer literate person should have the knowledge to handle both types of metal detectors viz. door frame metal detector and hand held metal detector and fire extinguishers as well as fire hose. The supervisor has to keep a close watch on CCTV monitor along with the receptionist from the reception desk. The supervisor is to erase/manage the memory of the PC connected with the cameras. He has to write down the number of persons entered IN and OUT through Door frame metal detector and keep the record in the visitors' register daily. He is to reset the visitor counter installed in the Door frame Metal detector at the end of the day.

(c) The supervisor is also to supervise the work performed by the house keeping staff engaged at Tea Board, Kolkata and in some occasions may be required to supervise other staff engaged at Guest house at Salt Lake.

**II. THE SCHEDULE OF WORK**

(a) The supervisor is required to attend office for 6 days in a week from Monday to Saturday from 9.30 AM to 6.30 PM and if required he may be required to attend office on Sunday and other holidays without any extra payment. However, he may be entitled for Board's other holidays including Sundays.

(b) The security guards are required to attend office as per the shift detail prepared by the supervisor so that the main gate is manned by two (02) guards from 9.00 AM to 6.30 PM during the working days and if required on Saturday, Sunday and other holidays without any extra payment. The garage gate should be manned by two (02) security guards on 24 X 7 basis.

**III. JOB RESPONSIBILITIES**

(a) Supervisor: He will report to the Estate Officer for maintenance of overall security, safety, housekeeping, fire preventive measures, reception desk, arrangement of hire car, maintenance of Guest house at Salt Lake as per the order/direction by the Estate Officer/ Secretary/ Deputy Chairman/Chairman. At no point of time he is authorized to act in contravention of the order given by the officers mentioned above. If it is found or brought to the notice of the authority that he has acted or tried to act in contravention of the order given by the above mentioned officers then an amount of penalty @ Rs.500 per violation will be imposed and deducted from the monthly bill/performance security money.

(b) Security Guards: They are to report to the Estate Officer through the supervisor. Besides manning the gates and operation of the fire fighting equipments a few other related and associated tasks are required to be performed by the security guards such as maintaining one register for garage out/in of the office cars. They have to hoist and lower the National Flag at every dawn and dusk respectively. They have to switch on/off external lights viz. neon sign, flex lights and security light of the building. After working hour they have to ensure that all the internal lights, fans, AC machines, UPS are switched off and office doors are closed. They have to ensure that all the water taps are closed and water is not wasted. They have to operate the pump motor to lift water whenever required. The security guard should act as per the order/direction by the Security Supervisor/Estate Officer/ Secretary/ Deputy Chairman/Chairman. At no point of time he is authorized to act in contravention of the order given by the officers mentioned above. If it is found or brought to the notice of the authority that he has acted or tried to act in contravention of the order given by the above mentioned officers then an amount of penalty @ Rs.500 per violation will be imposed and deducted from the monthly bill/performance security money.

(c) The Security Supervisor and Security guards should ensure that no unauthorized person stays back in the office after office hour i.e. beyond 6.15 PM and enter into the office on Saturday, Sunday and other holidays. However, persons obtained written permission from the Competent Authority will be allowed to work beyond office hour and also on Saturday, Sunday and other holidays. Two separate registers are required to be maintained one for those who stays back after office hour and another for those who are permitted by the Competent Authority to attend office on Saturday, Sunday and other holidays.

**IV. SURPRISE CHECK:** That the agency should carry out at least two surprise checks at mid/late night without any prior intimation to the Security Supervisor or Security guards to check the alertness of the security guard on duty. The report of the surprise check is to be shown to the Estate Officer on the very next day and it should be submitted along with the monthly bill.

**V. PLACE OF DUTY:** That all the persons will be engaged at Head Office at Kolkata and they may also be deployed at Guest House at Salt Lake or any other places in Kolkata as directed by the Competent Authority of Board for which no extra payment will be made.

**VI. TERMS OF PAYMENT:** That the Board has agreed to make the following payments to M/s Watch & Ward Security Services per month including all applicable Taxes and charges during the period of engagement as indicated below and the amount payable has been accepted by the agency.

1. Supervisor, Ex-Serviceman each: Rs.
2. Security guard, Ex- Serviceman each: Rs.

The total amount per month for 01 Supervisor and 09 security guards Rs. -----

The above rates are inclusive of all statutory payments to be paid by the agency under various legislation like Minimum Wages Act, P.F, E.S.I and Bonus Act including Service Tax @ ----- and other charges whatsoever. The agency should ensure that the minimum wages are paid to the persons engaged. Board will pay the minimum wages as and when it is revised by the Govt. of West Bengal.



**VII. PAYMENT:** That the monthly bill is to be submitted by the AGENCY to the Board on the 1<sup>st</sup> working day of the following month which may be paid by the 15<sup>th</sup> of the month with a cheque or through RTGS in favour of M/s Watch & Ward Security Services. However, payment shall be released only if it is accompanied by the proof of the following

- a) Certified attendant sheet
- b) Signed copies of Surprise check at night at least two
- c) Duty roster for the succeeding month
- d) ESI payments
- e) Provident Fund payments
- f) Receipted payment of wage sheet to staff for the preceding month
- g) Deposit challan of Service Tax.

**VIII. PERFORMANCE SECURITY:** That the agency shall furnish a performance security bond/ pay in cash or through Demand Draft equal to the amount of 10% of the contract value as per the format given in section VII of the bid document. The performance security will be refunded after the expiry of contract period or termination of contract.

**IX. COMMENCEMENT OF AGREEMENT:** That the agreement shall come into force from ----- for a period of 01 (one) year which may be extended with mutual consent. In case due to unavoidable circumstances the parties are not able to agree mutually for extension of contract period, the agency shall continue to render services till any alternative arrangement is made with the same terms and conditions.

**X. REFUND OF SECURITY:** Payments of Performance Security shall be released only if it is accompanied by the proof of the following

- a) Already handed over the complete establishment including all materials and equipments if any handed over to the AGENCY at the time of entering into contract.
- b) Already vacated rest room in the premises that may have been allotted to the AGENCY for discharge of the contractual obligation.
- c) Already handed over the entire premises to the Board in the same condition without any encroachment by any person/body as was at the time of entering into contract

**XI. PREMATURE TERMINATION OF AGREEMENT:** That either party is entitled to terminate this agreement due to some unavoidable circumstances by giving a minimum notice period of two months in writing or in lieu of one month's payment or till an alternative arrangement is made whichever is later.

**XII. DEPLOYMENT:** That the day to day deployment of the security personnel shall be made by the supervisor of the AGENCY as per the requirement of the Board in consultation with the Estate Officer of any other official so designated by the BOARD for this purpose.

**XIII. ENFORCEMENT OF STATUTORY LAWS:** That the agency shall ensure and binding to comply with the relevant prevailing statutory laws. The agency is furnishing the following Registration Nos. / Code Nos. and Account No. for enforcement of statutory obligations.

- a) A/c No.
- b) Branch
- c) E P F
- d) E S I
- e) Service Tax Code
- f) PAN
- g) Aadhaar No

If it is brought to the notice of the BOARD by the appropriate authority about default of payment of statutory dues the same shall be deducted from the monthly payment/performance security of the AGENCY and shall be deposited before the appropriate authority on demand.

**XIV. ACCOMMODATION:** That the BOARD may provide accommodation for security personnel with common toilets and bathroom with free electricity and water.

**XV. OPERATIONAL REQUIREMENT:** That the AGENCY shall provide at its own cost uniforms (twice during the subsistence of this agreement) duty enforcement suitable serviceable tools i.e. Sticks, Torch light, Batons and Whistle etc. to the security personnel.

**XVI. REPLACEMENT OF MANPOWER:** That in case of any absence of manpower in any day due to sickness, short leave, long leave or any other reasons whatsoever the vacancy shall be taken care of by the AGENCY with immediate suitable substitution against the vacancy.

**XVII. LIMITATION OF AGE FOR SECURITY PERSONNEL:** That since the persons deployed as security guard and supervisor all are Ex-Serviceman, so the age of those personnel may vary but should not be more than 55 years of age. They must be physically and mentally fit for duty.

**XVIII. LOSS AND DAMAGES:** That any loss and damages caused to any of the assets, materials, property of the BOARD due to negligence (willful or otherwise) of the personnel engaged by the AGENCY shall be compensated by the AGENCY, else shall be recovered by deducting the actual loss in terms of monetary value from the monthly payment payable to the AGENCY.

**XIX. ARBITRATION:** In the event of any dispute or difference relating to this agreement shall be referred to the Chairman, Tea Board also may appoint sole arbitrator as per the provision of Arbitration and Conciliation Act 1996. The venue of arbitration shall be Kolkata and the language shall be English.

**XX. DECLARATION:** That the AGENCY hereby declares that it shall not act in contravention with the provisions of "The Private Security Agency (Regulation) Act, 2005" and the "West Bengal Private Security Agency (Regulation) Rules, 2007" and any other Acts, Rules, Regulations, Orders enforced for the time being in order to regulate the employment of those persons engaged by the agency. The AGENCY further declares to indemnify and compensate and hold the BOARD harmless against any and all Losses resulting from or arising out of any action brought against BOARD arising out of this Agreement.

**XXI. INDEMNITY:** The AGENCY hereby indemnifies to hold the BOARD harmless against any and all losses resulting from or arising out of any action brought against BOARD arising out of this Agreement.

IN WITNESS WHEREOF the BOARD and AGENCY have signed this deed on the day and year first above written in the presence of:

SIGNATURE

TEA BOARD

M/S -----

WITNESS

1.

2.