



# **BID DOCUMENT**

**TENDER FOR ENGAGEMENT OF AGENCY TO PROVIDE CAR  
ON HIRE AT DARJEELING TEA RESEARCH AND DEVELOPMENT  
CENTRE, KURSEONG AS AND WHEN REQUIRED**

**TENDER NO. 13/ DTRDC/Hired Vehicle/2016-17**

**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. 13/DTRDC/Hired Vehicle/2016-17  
Tender Document : Details are given below  
Due date/Time of receipt : **01.12.2016**----- at **1300** Hrs.  
Opening date/ time : **01.12.2016**----- at **1500** Hrs.

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for providing hire cars with commercial registration number to **DARJEELING TEA RESEARCH AND DEVELOPMENT CENTRE, KURSEONG** as and when required.

**Eligibility of bidder:**

Indian registered companies/ Partnership firm/sole Proprietary firm willing to provide services of hire cars with commercial registration number and whose annual turnover during the last 3 (three) financial years was more than Rupees five lakh per each annum are eligible to participate in this tender. Further, the bidder should have capability and experience in providing different types of hire cars like Alto, WagonR, Indica, Indigo, Dezire, Scorpio, Innova, Tata Sumo etc. with AC and non AC.

Bid security (EMD) is Rs. 20,000 (Rupees Twenty thousand only) payable in the form of demand draft/pay order in favour of **“Tea Board, Kolkata”**.

Tender Form is to be downloaded from the website of Tea Board ([www.teaboard.gov.in](http://www.teaboard.gov.in)). A DD/Pay order of Rs.1000/- (Rupees one thousand only) in favour of Tea Board, Kolkata payable at Kolkata is to be attached with the tender document as cost of tender and submitted to **The Secretary, Tea Board ,14, B T M Sarani, Kolkata-700 001** on or before **01.12.2016** at **1 PM**.

The mode of evaluation of tender will be in two bid norms, such as Technical bid evaluation and Financial bid evaluation. Financial bid will be opened only for those tenders who have qualified in the Technical bid evaluation.

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. 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 holding 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
7. Details of Experience :
8. Details of Technical Personnel :  
Name Age Qualification/s

Certified that I have read and fully understood the entire bid document including all the terms and conditions, the information given above is correct and true, if any information given in the tender subsequently is found to be incorrect, false or misleading the tender /contract may be cancelled. In this regard I also certify that I do not have any claim whatsoever,

Name:

Signature  
(Capacity in which signed)

## **SECTION-II INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

#### **1. DEFINITIONS:**

- a. "TEA BOARD" means Tea Board of 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 – 700 001
- b. "The purchaser" means the Chairman, Tea Board, Kolkata acting through the Secretary, Tea Board, Kolkata
- c. "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d. "The Supplier" means the successful bidder providing the vehicles and services under the contract.
- e. "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- f. The order shall be deemed as "Contract" appearing in the document.
- g. "The Contract Price" means the price/rate payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

#### **ELIGIBLE BIDDERS:**

**a).** The eligible bidder shall be an Indian Company/ Partnership firm/ Sole proprietorship having experience to provide different types of cars on hire in Siliguri, Darjeeling and adjoining area and the bidders have experience to provide cars on hire in Government and Semi Government organizations and the bidders turnover in the last 3(three) financial years was more than five lakh per each annum.

b) Capable to provide hire car with commercial registration number as and when required with short notice, say within two hours.

**Bids not confirming to these above conditions will be rejected outright.**

#### **2. 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.

### 3. 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 the <b>Technical Bid</b>	Documents to be enclosed with the <b>Financial Bid</b>
<ol style="list-style-type: none"><li>1. Notice Inviting Tender</li><li>2. Instructions to Bidders</li><li>3. General Conditions of Contract</li><li>4. Special Conditions of Contract</li><li>5. Schedule of Requirements</li><li>6. Technical Conditions of Contract</li><li>7. Current certified copy of IT Return</li><li>8. Experience Certificates</li><li>9. Make, Model No. and year of the cars being offered in the tender shall be specified in the technical bid.</li><li>10. Audited Turnover Certificate of Minimum Rs. 5 Lakh per annum</li><li>11. Bid Form</li><li>12. Other documents asked for in the tender form</li><li>13. Any other document as the bidder may wish to submit in support of the bid.</li></ol>	<ol style="list-style-type: none"><li>1. Price Schedule</li><li>2. Performance Security Bond Form</li><li>3. Any other document as the bidder may wish to submit in support of the bid.</li></ol>

3.2 **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.

### 5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date of submission of bids, the Competent Authority 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 Email 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.

5.3 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.

## **B. PREPARATION OF BIDS**

### **6. DOCUMENTS COMPRISING THE BID:**

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

#### **I. Technical bid**, which shall contain:

- (a) Documentary evidence established in accordance with clause 3 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 (EMD )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

### **7. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the service to be provided, a brief description of the service.

### **8. BID PRICES:**

8.1 Prices indicated in the price schedule shall be entered in the following manner:

- (i) The price of the service, and other statutory taxes payable by the bidder.
- (ii) The supplier shall quote as per price schedule for all the service given in the schedule of requirement.

8.2 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.**

8.3 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of services offered.

8.4 The price approved by the purchaser for procurement will be inclusive of levies and taxes.

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

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

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Audited copy of Annual turnover certificate for the last 03 years for Rupees 5 lakh per each annum

(v) Certificate in respect of capability and experience

- a. To provide different types of cars on hire as specified in Government/Semi Government organization.
- b. The cars on hire should have proper commercial registration No. valid road tax certificate, fitness certificate, pollution under control certificate etc. or any other documents which is/are necessary for using the car as road worthiness.
- c. Drivers of cars on hire should be physically and mentally fit, gentle, polite and well behaved. They should possess valid Driving License, experience, proper neat and clean uniform while on duty. They should not have any criminal background neither they should be involved in any type of anti national activities.

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 audited balance-sheet for the last 03 years showing turnover.

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

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 SERVICES CONFIRMITY 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 services, which he proposes to render/supply under the contract.

11.2 The documentary evidence of the 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 service, 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. 20,000/- (Rupees twenty thousand 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 pay order from a Scheduled 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 but not earlier than 30 days 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 envelopes for Technical bid and Financial bid, clearly super scribing the name of the bid on the envelopes.
- 14.2 The bid shall be typed or printed and signed by the bidder or a 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 and shall also seal both the envelopes 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 **01.12.2016** (due date)".
- (c) The inner and outer envelopes shall indicate the name, address and contact No. of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) 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 stipulated date and time as specified (**01.12.2016 at 13.00 hrs**).

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.

##### **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 TELEX/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 willing bidder/s who choose to attend at 1500 Hrs on the due date at **Tea Board, Kolkata**. The bidders who are present shall sign in the attendance register.

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 in the technical bid evaluation will be allowed to participate/attend the financial bid evaluation.

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 affect 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 of price of the services offered inclusive of all taxes levies and other charges.

22.3 The financial bid will be evaluated on the basis of calculation among the minimum most rates for each type of car quoted by all the agencies in Km and hours basis. The minimum hour should be 6 (six) hours of usage. Therefore, more than one agency may be selected as L-1 for providing different types of car if they quote the lowest rates for a particular type of car. The minimum rate of a particular type of car will be derived from comparing amongst all the rates of a particular type of car quoted by all the agencies.

### **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 rendering services on those bidders whose offers have been found technically (type-approved/validated by the purchaser), commercially and financially acceptable and also their rates stand at lowest i.e. L-1.

### **25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE 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 quality services specified in the schedule of requirements without any change in 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 WORK ORDER OR LOI:**

The issue of an Advance Work 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 work order give his acceptance along with performance security in conformity with section VIII provided with the bid documents.

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

A formal agreement is to be signed before issuing work order. The issue of work 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 supplier shall ensure Quality of the cars and services provided. This will be done on the basis of punctuality, dedication and presentation of car and timely replacement of car due to breakdown, Drivers' ill health etc. The driver should be in proper uniform. White towels should be spread over seats and towel should be neat and clean. One board carrying the name of "Govt. of India, Ministry of Commerce" should be fixed in front of those cars which are hired on regular basis.

### 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 outright 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 Goods/Services.

#### **2. STANDARDS:**

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

#### **3. PATENT RIGHTS:**

The supplier 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 service provider shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of service provider's receipt of the work order.

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

4.3 The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank 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 service provider's performance obligations including Warranty obligations under the Contract.

#### **5. PAYMENT TERMS:**

5.1 Payment of the services provided as mentioned in the Price Schedule will be made every month after raising a proper bill along with a satisfactory report submitted by the service provider and certified by the Nodal Officer of the Tea Board.

For claiming bill the following documents are to be produced before paying authority whenever required:

- i) Invoice
- ii) A/c and Bank details
- iii) Delivery Challan/Duty slips

#### **5.2 PRICES:**

- i) a) Prices charged by the supplier for Goods delivered and services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid.  
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) Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.

## **6. SUBCONTRACTS:**

The service provider 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 service provider from any liability or obligation under the Contract.

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

Within one month from the date of issuing the work order for a period of one year.

## **8. Forfeiture of Performance Security**

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

- A. When the terms and conditions of contract is breached
- B. When the bidder fails to make complete service/supply satisfactorily.
- C. When contract is being terminated due to non-performance of the bidder.
- D. 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.

## **9. FORCE MAJEURE:**

9.1 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.

9.2 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.

## **10. TERMINATION FOR DEFAULT:**

10.1 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

- I. If the Supplier fails to deliver any or all of the services/goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.
- II. If the supplier fails to perform any other obligation(s) under Contract: and
- III. If the Supplier, 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.

10.2 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, services/goods similar to those unattended/undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar services/goods. However, the supplier shall continue performance of the contract to the extent not terminated.

#### **11. TERMINATION FOR INSOLVENCY:**

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt 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.

#### **12. ARBITRATION:**

12.1 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.

12.2 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.

12.3 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

#### **13. 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. The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank 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
4. under clause 3(i), above, cover containing the technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
5. The Small Scale Industries registered with National Small Scale Industries Corporation
6. (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.
7. 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. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds. 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 supplier shall provide all types of cars as mentioned in the beginning of the Tender document as per requirement.
10. **EXPERIENCE:** The bidder should have capability and experience in supplying of different types of cars on hire in Government/Semi Government organization with a short notice.



**SCOPE AND DESCRIPTION OF WORK**

**1. INTRODUCTION:**

To engage agency which can provide different types of cars on hire as and when required with a short notice to DARJEELING TEA RESEARCH AND DEVELOPMENT CENTRE, KURSEONG.

**2. Objectives: -**

For official visits by higher officials from Head Office, Ministry Officials, other dignitaries, meetings, Garden visits etc. Therefore, the standard of car and drivers should be up to the mark.

**3. SCOPE OF WORK**

- I. As and when required the agency has to provide good quality cars on hire with good driver who are soft spoken, polite and punctual.
- II. The agency should not compromise with the quality of cars, punctuality and behaviour of the drivers.
- III. The cars taken on hire may have to go beyond Siliguri Municipal Corporation and also may stay at night there itself.

**TERMS AND CONDITIONS FOR PROVIDING HIRE CAR**

1. There is no daily maximum/minimum limit of distance/hour to be run by the vehicles on hire. It will be as per the specific requirement of the Tea Board on all days of the week if necessary. The payment will be made as per the conditions agreed to in the agreement and also as per provisions of tender documents.
2. The vehicle must be made available as per the requirement whenever required.
3. Vehicles on hire must have proper permits/licenses/ commercial registration No. etc. from the appropriate Government Authority and should not be of a make prior to 2012.
4. The vehicles on hire may be required to ply continuously/ occasionally during the day or at night hours.
5. The cost of petrol/diesel/fuel/oil and other expenses of incidental cost and all the expenses of the driver are to be borne by the contractor and he should always keep the vehicle in good condition as road worthy.
6. The contractor must be in a position to provide/supply the vehicle for hiring immediately from the date of issue of the work order.
7. In case the vehicle on hire goes out of order or if the driver is not available, the contractor must be able to provide another substitute vehicle in good condition and road worthy with a good driver immediately without any delay and without any extra charges.
8. In case of an accidents/traffic violations the contractor will be solely responsible for all follow up remedies including legal process/expenses if any and the Tea

Board will not bear any cost/responsibility in any way for the men and materials. The contractor will compensate the damages for all materials and /or their parties fully without involving Tea Board and indemnify Tea Board against loss/damage occurring while the vehicle is under use. The vehicle must be insured as per Govt. norms

9. The contractor should make his own arrangements for parking the vehicles during the course of hire. No parking fees will be paid if the same is not certified by the person who used the car.
10. Mileage/Kilometer will be counted from the place of picking up in the morning/or any time and dropped in the evening/or any other time plus the actual distance of the parking place or 5 Km in one way whichever is less.
11. Proper uniform, Courtesy and good behavior on the part of the Driver is essentially required. The payment will be deducted as deemed proper by the Competent Authority if any deficiency is found in uniform, courtesy and behavior of the driver.
12. The driver should maintain a Duty slip/log sheet as per the proforma given by this office. No bill will be paid against any duty slip which is not signed by the official. It is the responsibility of the driver to get the duty slip signed at the end of the day.
13. While on duty the driver should keep with him proper records of the vehicle/valid driving license, insurance paper, Pollution under control certificate etc. and submit the documents for verification by transport/police/any other authorities on demand.
14. The contractor is solely responsible for the payment of challan/accidents or any unforeseen happenings and this office is not at all responsible on this account.
15. The office is empowered to return the vehicle if it is felt that it is not road worthy and no payment will be made for the said journey.
16. In case the vehicle is withdrawn for maintenance and repairs, substitute vehicle in good running condition should be arranged immediately by the contractor.
17. It is the responsibility of the contractor to get the journey trip each day, verified/signed with the entries made in duty slip by the officer who utilized the vehicle.
18. The contractor has to enter into an agreement with Tea Board that he will abide by the terms and conditions, mentioned above.
19. A sum Rs.20,000/-(Rupees Twenty thousand only) on account of Earnest Money Deposit through DD/Pay Order in favour of **Tea Board, Kolkata** should be attached with the Tender (in Technical bid). Tender submitted without EMD will be invalid & will not be considered for evaluation.
20. Payment of bills against only certified/signed duty slips submitted by the agency will be made through RTGS/cheque on monthly basis.

21. The vehicle always should have sufficient fuel to cover the required distance and the officer in the vehicle should not be put into any inconvenience to cut short his official duties for want of fuel in the vehicle.
22. The tender is valid for one year from the date of signing the contract. If both the parties agree to it, it can be extended/renewed for further one year/or any duration on the same terms and conditions.
23. Penalty will be imposed for delay of exceeding 30 minutes, if the vehicles are not placed at the disposal of the officer at the appointed date, time and place. The penalty will be @ Rs.200/- of the claim in respect of each such delayed trips. In the event of undue delay and the return of vehicle without use, no payment will be made.
24. In case the vehicle is not provided by the contractor with driver on any particular days, a penalty of Rs.500/-Rupees Five Hundred only) will be levied on the Contractor for that day.
25. The contractor shall be bound by the rates quoted by him and agreed upon herein and shall not ask for any enhancement of the rates for providing vehicles during the entire period of agreement.
26. The Agreement is subject to termination at any time by the Tea Board, Kolkata by giving a notice of seven(7) days in writing to the contractor, if the condition of the vehicle is not roadworthy or the driving license is not as per the rules or any of the stipulated conditions of the contract are not adhered to. In such an event, the Security Deposit of the Contractor will be liable to be forfeited to the Tea Board. However, it will be the sole responsibility of the contractor to ensure proper provision of vehicles in good condition with valid registration etc. and to ensure proper authorized driver with proper uniform and valid license etc. and the Department shall not in any way be made liable/responsible for any act(s) of omission/commission that the Contractor may commit and consequences thereof.
27. Chairman, Tea Board, Kolkata reserves the right to terminate the agreement at any time without assigning any reason whatsoever.
28. The contractor shall submit the bill in duplicate to the Project Director, DTRDC, Tea Board, Kurseong with an advanced stamped receipt (pre-receipted) on the 1<sup>st</sup> Week of the subsequent month. A consolidated monthly list of user and their respective bill should be submitted along with the bill.

## **SECTION- V**

### **TECHNICAL CONDITIONS OF CONTRACT**

Technical specifications for work/equipment are as below:

- Type, make, model and year of manufacture of each type of car has to be mentioned clearly. The rate for each type of the car is required to be mentioned separately.
- Type of uniform used by the driver is required to be mentioned clearly. If drivers are not provided with any uniform by the agencies please mention that also.
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## **SECTION VI**

### **BID FORM**

Tender No. (Name & Address of the purchaser)

Sir,

Having examined the conditions of contract and specifications including addenda Nos. ....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide in conformity with said conditions of contract and specifications 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 provide all types of cars specified in the contract within the specified timeframe as calculated from the date of issue of your purchase 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 2016.

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 HQ 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 "Bank" ) (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 supplier) to supply the TEA BOARD..... as per Contract No. .... Dated..... (hereinafter referred to as the said contract) AND WHEREAS the said contract provides that supplier shall furnish Bank Guarantee to the extent of ten percent 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 supplier 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 Supplier shall render all necessary and efficient services which may be required to be rendered by the Supplier in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Supplier 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 materials, designs and workmanship, such as corrosion of the equipment inadequate quantity of materials inadequate contract protection, deficiencies in Circuit Design and/or

otherwise whatsoever and in the event of the supplier failing or neglecting to render necessary services as foresaid and/or in the event of the goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank 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 Supplier of any of the aforesaid terms and conditions and the Bank further undertake to pay the TEA BOARD, such sum not exceeding Rs..... on demand and without DEMUR in the event of the supplier'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 goods an equipment.

2. The decision of the TEA BOARD as to whether the Supplier failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.

3. The liability of the bank 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 equipments 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 Supplier and a No Demand Certificate submitted to this effect by the supplier.

5. The bank 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 Bank 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 bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank 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 supplier or the bank 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 supplier and either reinforce or forbear any of the terms & conditions of the said contract and Bank 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 supplier or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the supplier 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 Bank undertake not be 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 Bank in the presence

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

1. ....

1.....

2.....

2.....

### 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 and issuing of work order.*

*Name & Address:*

