



# **BID DOCUMENT**

**Tender for Appointment of CA Firm to undertake Internal Audit  
of Tea Board Siliguri, West Bengal**

**TENDER NO. (4) Tea Board/Fin/Internal Audit/2017**

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**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.( 4)Tea Board/Fin/Internal Audit/2017  
Tender Document : Details are given below  
Due date/Time of receipt : 26.05.2017/Upto 3P.M.  
Opening date/ time : 26.05.2017/After 3P.M.

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for appointment of CA Firm to undertake Internal Audit of Accounts and transactions of Tea Board, **SILIGURI**

**Eligibility of bidder:**

Indian CA-Firms, fulfilling the following conditions are eligible to participate in the bid:-

1. A Chartered Accountants firm with office in **Siliguri West Bengal** and having experience of 10 years or more in the area of auditing of central govt. organizations/central govt. Central Autonomous /Statutory bodies/Central PSUs.
2. The firm must be empanelled with CAG of India for conducting audit for PSU/autonomous bodies allotted by CAG for minimum of 3 years;
3. The firm should have a minimum annual turnover in the range of Rs. 40 Lakh & above for the last 3 years;
4. The firm should have a minimum of 4 to 5 working CA partners and working staff strength of 15 or more.

The Internal Audit shall mean Classification Audit as well as Proprietary Audit of the accounts and transactions relating to the schemes implemented and operated by Tea Board, HQ on Tea Development & Promotion Scheme and its various components approved by the Ministry of Commerce, Govt. of India time to time and the funds under grant- in- aid salary and grant-in-aid General sanctioned by Ministry of Commerce, Govt of India and IEBR.

Bid security (EMD) shall be Rs. **15000/- (Rupees fifteen thousand only)** payable to Tea Board by **NEFT/RTGS to Account No 111077918 "Tea Board Tea Fund Disbursement Account" IFSC SBIN 0000144, Branch NS RD Kolkata** The UTR No to be intimated to Tea Board to the mail ID [teaboardfin@gmail.com](mailto:teaboardfin@gmail.com) before submission of tender to Tea Board.

Intending bidders may download the tender documents from the board website [www.teaboardgov.in](http://www.teaboardgov.in) and deposit **Rs. 1500/- (Cost of tender fees NOT REFUNDABLE)** by

Internal Audit Tender document 2017

**NEFT/RTGS to the abovementioned Account with intimation to Tea Board before submission of Tender**

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. e-mail / Mobile No of cntact person :
4. Registration particulars of the Firm/Company :  
viz. Proprietary, Partnership with ICAI.
5. Name of Proprietor/Partner/Director signing the :  
tender document.
6. Name/Designation/Address of the Authorized :  
Signatory holding the Power of Attorney  
(if any)
7. Income Tax Return Particulars :  
Permanent Account Number (PAN) :
8. Details of Experience :
9. Details of professional 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 "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Service provider means the successful bidder rendering the services under the contract.
- e) "The Work Order" means the order placed by the purchaser on the Service provider signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) The work order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the service provider under the purchase order for the full and proper performance of its contractual obligations.
- h) "Classification Audit" shall mean audit of entire accounting transactions of Tea Board HQrs to ensure adherence to the standard accounting norms and Common Accounting Format/ accounting standard as prescribed by the Govt. of India for Autonomous Bodies.
- i) "Proprietary Audit" shall mean assessment of correctness of sanction in line with established Government norms, rules and Delegation of Financial powers.

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

- A Chartered Accountants firm with office in **Siliguri, West Bengal** and having experience of 10 years or more in the area of auditing of Central Govt. organization/central Govt. Autonomous/statutory bodies/central PSUs.
  - The firm must be empanelled with CAG of India for conducting audit for PSU/autonomous bodies allotted by CAG for minimum of 3 years;
  - The firm should have a minimum annual turnover in the range of Rs. 40 Lakhs and above for the last 3 years;
  - The firm should have a minimum of 4 to 5 working CA partners and working staff strength of 15 people or more.
- Documentary proof for the same shall be attached.

**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.

**B. BID DOCUMENT:**

**4. BID DOCUMENTS:**

4.1 The services 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>
<ol style="list-style-type: none"> <li>1. Notice Inviting Tender</li> <li>2. Entire bid document with signature on each page except Price Schedule</li> <li>3. Current IT Return</li> <li>4. Experience Certificates</li> <li>5. Turnover Certificate</li> <li>6. Bid Form</li> <li>7. Other documents asked for in the tender form</li> <li>8. Any other document as the bidder may wish to submit in support of the bid.</li> <li>9. Partnership Deed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Price Schedule</li> </ol>

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.**

**5. 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 **teaboardfin@gmail.com** indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives 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.

**6. AMENDMENT OF BID DOCUMENTS:**

6.1 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.

6.2 The amendments shall be notified in Writing or by FAX or e-mail 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. Apart from that the amendments will be notified in the website of the Tea Board.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments on account in preparing their bids, the purchaser may, at its own discretion, extend the

deadline for the submission of bids suitably and the same will also be notified in the website of the Tea Board.

**C. PREPARATION OF BIDS**

**7. 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 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 & signed 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 provided, a brief description of the services, quantity and price.

**9. BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all prevailing taxes except for Service Tax/GST/CESS as per price schedule given in Section VII in Indian Rupees. Service Tax/GST/CESS will be paid as applicable for time to time.
- 9.2 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.**

**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) Annual turnover certificate.
- (v) Certificate in respect of eligibility and experience as required under this tender

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

10.2a. To judge the financial capabilities, the firm shall furnish FINANCIAL STATEMENT showing turn over



**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 under the contract.
- 11.2 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 Deputy 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 Deputy 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. **15000/-** (Rupees Fifteen **thousand** only).
- 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 Scheduled Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable
- 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 later 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 or
    - ii) to furnish performance security

**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 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 India, 14 BTM Sarani, Kolkata-700 001.
  - (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE..... (due date) and
  - (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, 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 \_\_\_\_\_
- 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 FAX/Email 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 CLARIFICATION 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 service provider 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 and levies.

The tender will be evaluated based on the quoted price to undertake Internal Audit of Accounts and transactions of Tea Board HQrs.

## **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 service supplies on those bidders whose offers have been found technically, commercially and financially acceptable.

## **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 services 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 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 VI provided with the bid documents.

**28. SIGNING OF CONTRACT:**

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.

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

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

The service provider shall indemnify the purchaser against all third party claims of infringement of Patent, trademark or industrial design rights arising from use of the services 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 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 bank guarantee/or DD issued by a Scheduled Bank and in the format provided in the Bid Document, SECTION VI.
- 4.4 The performance Security Bond will be discharged by the purchaser after completion of the Supplier's performance obligations including Warranty obligations under the Contract.

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

- 10.1 Payment of the cost of service as mentioned in the Price Schedule will be effected in monthly basis on certification of satisfactory completion of the work.

##### **11. PRICES:**

- i) a) Prices charged by the supplier for Services 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 delivery. Increase and decrease of taxes/duties will be dependent on the Govt. order.

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

- 13.1 The purchaser may, at any time during execution, by a written order given to the supplier, make changes within the general scope of the work
- 13.2 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.

### **13. SUBCONTRACTS:**

The Supplier 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.

### **14. TIME PERIOD and Scope OF WORK:**

#### **14.1. Time period:**

**The tender will remain valid for 3 years from the date of acceptance or work order for Internal Audit of Tea Board HQrs.**

#### **14.2. SCOPE OF WORK**

**14.2. a.** Internal audit both classification and proprietary audit of Tea Board Siliguri The firm should carry out daily internal audit of accounts, implementation of various rules followed by Tea Board. The firm is required to audit the different of components of Tea Development and Promotion scheme, Grant-in-aid Salary, Grant-in-aid General, IEBR except Revolving Corpus Fund schemes of Tea Board. The firm should provide minimum 2 assistants for daily audit. No TA/DA will be paid for daily work at Siliguri

**14.2. b.** All audits should based on the Central govt. rules/Tea Board rules/accounting standards/common format in line with the CAG observations and guidelines.

**14.2 c** .Along with the Internal Audit the firm shall also help & guide on **TDS, Service Tax, GST and other taxation** matters & also to appear before Taxation authority on the said matter.

**14.2. d.** The firm is required to submit monthly report on Internal Audit to **FA&CAO** of Tea Board. The firm will also carry out internal audit of Tea Board Annual Accounts prepared in the uniform format of accounts prior to submission of the same to CAG for audit.

### **15 Forfeiture of Performance Security**

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

- When the terms and conditions of contract is breached.
- When the bidder fails to make complete service satisfactorily.
- When contract is being terminated due to non-performance of the bidder.
- 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.

### **16 FORCE MAJEURE:**

16.1 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.

16.2 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.

#### **17 TERMINATION FOR DEFAULT:**

17.1 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.

- (a) If the Supplier 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 supplier fails to perform any other obligation(s) under Contract: and
- (c) 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.

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

#### **18 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 provided that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

#### **19 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 Deputy 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 Deputy 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 Deputy Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

## 21. DELAYS, LIQUIDATED DAMAGES:

22.1 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 work:

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	10%

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

22.3 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, Installation, Testing and Commissioning.

22.4 Delivery, Installation, Testing and Commissioning period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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

22.6 Forfeiture of Performance Security

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

- When the terms and conditions of contract is breached.
- When the bidder fails to make complete supply satisfactorily.
- When contract is being terminated due to non-performance of the bidder.
- 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.

**23. SET OFF:**

Any sum of money due and payable to the service provider (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. In case where the document of bid security is not submitted in the manner prescribed under clause 12 of section II, 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.**
  
3. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
  
4. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
  
5. 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.
  
6. 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 V**

**BID FORM**

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. ....the receipt of which is hereby duly acknowledged, we, undersigned, offer to render and deliver ..... in conformity with said drawings, 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 items 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 Purchase 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 ----- 2017.

Signature of  
In capacity of

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

Witness .....

Internal Audit Tender document 2017

Address .....

Signature .....

## SECTION VI

### PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS ..... DAY OF..... between the Tea Board 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 render 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 services 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 services 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 services 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 services 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 services have been rendered, 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 during the contract period from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the contract period 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 or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period 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 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 ----- in the tender at Tea Board Kolkata for appointment of CA Firm to undertake Internal Audit of Accounts and transactions of Tea Board 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.

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION VII**  
**PRICE SCHEDULE (Financial Bid)**

Description of items	Price( excluding Service Tax/GST/CESS )
Cost of work mentioned in the Scope and Description of workl ( Section III Clause 14.2)	In figures Rs..... In words Rupees ..... ..... .....

Signature of the bidder along with seal.

Notes:

1. Rates are quoted as inclusive of all prevailing taxes except for Service Tax/GST/CESS which will be charged as applicable at the time of actual render of services.