



BID DOCUMENT

**TENDER FOR ENGAGEMENT OF AGENCY/COMPANY TO PROVIDE PEST
CONTROL TREATMENT AT TEA BOARD, HEAD OFFICE, KOLKATA**

TENDER NO. 03/Security/ 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. 03/Security/2017
Tender Document : Details are given below
Due date/Time of receipt : **05.04.2017 Up to 1.00 PM**
Opening date/ time : **05.04.2017 AT 3.00 P.M.**

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for **providing PEST CONTROL TREATMENT/ PEST MANAGEMENT SERVICES IN TEA BOARD, HEAD OFFICE, KOLKATA FOR A PERIOD OF ONE YEAR.**

Eligibility of bidder:

Indian registered companies/agencies to take up tendered items of work and whose annual turnover in the last 3(three) financial years was more than Rupees Five lakh are eligible to participate in this tender. Further, the bidder should have capability and experience in providing need based requirement of Tea Board as and when required and should have requisite expertise, skill, knowledge, infrastructure and licences/approvals as per the provision of the Law to provide the services required by the Tea Board.

Estimated cost of the work is Rs.97, 800/- (Rupees Ninety seven thousand eight hundred per annum). Bid security (EMD) shall be Rs. 2,445/- (Rupees Two thousand Four hundred forty five only) payable in the form of demand draft in favour of "Tea Board, Kolkata".

Tender Form should be downloaded from the website of Tea Board (www.teaboard.gov.in). A DD of Rs.1000/- (Rupees one thousand only) in favour of Tea Board payable at Kolkata is to be attached with the tender document and submitted to The Secretary, Tea Board ,14, B T M Sarani Kolkata.

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

Secretary
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

1. Name of the Bidder Firm/Company :
2. Address :

- Telephone No. : Office
Residence

Mobile
FAX
E-mail
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 :
Aadhaar No. :
7. Details of Experience :
8. Details of Technical Personnel :

Name	Age	Qualification/s
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Certified that I have read and understood the entire bid document I am eligible to participate in the Tender process. It is also 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 and in that case I will abide by the decision of Tea Board.

Name: _____ Signature _____
(Capacity in which signed)

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.

Signature:
Name and Designation with Seal
(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 700001
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, and Kolkata.
- c) "The Bidder" means "Agency" or firm who participates in this tender and submits its bid.
- d) "The Agency" means the successful bidder providing the PEST MANAGEMENT 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 payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

2. ELIGIBLE BIDDERS:

- a). The eligible bidder shall be an Indian Company having experience to provide PEST MANAGEMENT SERVICES in Kolkata and adjoining area where Government and Semi Government organizations exists and whose turnover in the last 3(three) financial years was more than Five lakh.
- b) Company should have requisite expertise, skill, knowledge, infrastructure and licences/approvals as per the provision of the Law to provide the services required by Tea Board.

N.B: Bids not confirming to these conditions will be rejected outright. Tea Board has the right to cancel the BID/Tender at any time without giving any notice and informing any reason whatsoever.

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none"> 1. Notice Inviting Tender, EMD ,Cost of tender 2. Instructions to Bidders 3. General Conditions of Contract 4. Special Conditions of Contract 5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return for last three years & Balance Sheet 8. Experience Certificates 9. Category of the services being offered in the tender shall be specified in the technical bid and the brochure of the services being quoted shall be enclosed 10. Turnover Certificate of Minimum Rs. 05 Lakh. 11. Bid Form 12. Other documents asked for in the tender form 13. Any other document as the bidder may wish to submit in support of the bid. 14. Service Tax Registration No (Attached photocopy of the certificates) 15. Trade License 16. Pan Card 17. Copy of Sales tax/Vat registration certificate 	<ol style="list-style-type: none"> 1. Price Schedule * 2. Performance Security Bond Form 3. Any other document as the bidder may wish to submit in support of the bid. <p style="text-align: center;">*</p> <ol style="list-style-type: none"> 1. Gold Seal Service Price----- 2. Vector Control Service Price----- 3. Pied Piper Service Price ----- 4. Integrated Mosquito Management- - Price----- <p style="text-align: center;">Total Price Rs. including service tax</p>

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 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.

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 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.
- 6.2 The amendments shall be notified in Writing or by Telex 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.

6.3 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.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

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

Technical bid, which shall contain:

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

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

8. BID FORM:

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

9 BID PRICES:

9.1 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.

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.**

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

9.4 The price approved by the purchaser for procurement of services will be inclusive of levies, taxes and other charges. No extra payment will be made.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for more than Rupees 05 lakh
- (v) Certificate in respect of capability and experience

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

10.2. To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.

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

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

11. DOCUMENTS ESTABLISHING GOODS 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 goods and services, which he proposes to provide 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, EMD for an amount of Rs. 2445/- (Rupees Two thousand Four hundred forty Five only), 2.5% of tender value. The bidders who are registered with National Small Scale Industries Corporation (NSIC) under Single point Registration Scheme is also required to deposit Performance security.

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 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 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 05.04.2017 (due date).
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8th Floor, O/o Tea Board, and Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

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

16 SUBMISSION OF BIDS:

16.1 Bids must be received by the stipulated date and time as specified (05.04.2017) 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 bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register, Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20 CLARIFICATIONS OF BIDS:

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

21 PRELIMINARY EVALUATION (TECHNICAL BIDS):

- 21.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done which carries. 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 agency does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.
- 21.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affects the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The comparison for evaluations shall be of price of the goods offered inclusive of all taxes and levies, service charges.
- 22.3 The tender will be evaluated based on the quoted price for -----(item of work)-----

23 CONTACTING THE PURCHASER:

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

24. AWARD OF CONTRACT:

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

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 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 PURCHASE ORDER OR LOI:

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

The bidder shall, within 07 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with section VIII provided with the bid documents.

- 27.1 Performance Security 10% of contract value.

28. SIGNING OF CONTRACT:

- 28.1 Work order.

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

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

29. ANNULMENT OF AWARD:

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

30. QUALITY ASSURANCE REQUIREMENTS:

- The supplier shall ensure Quality of the services provided. This will be done on the basis of punctuality, dedication and presentation serviceman and timely remedial action.

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 Services.

2 STANDARDS:

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

3 PATENT RIGHTS:

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

4 PERFORMANCE SECURITY:

- 4.1 The agency shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of agency's receipt of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 4.3 The performance Security Bond shall be in the form of Agency guarantee issued by a Nationalized 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 Agency's performance obligations including Warranty obligations under the Contract.

5 INSPECTION AND TESTS:

- 5.1 The purchaser or his representative shall have the right to inspect and test the services as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested services fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected services or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the services on receipt in the purchaser premises will also be tested during and after providing before "take over" and if any service is found unsatisfactory the same shall be replaced free of all cost to the purchaser.
- 5.4 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a **Taking over Certificate**. The inspector/ultimate consignee shall not delay the issue of any "**Taking Over Certificate**" contemplated by this clause on account of minor defects in the service which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.
- 5.5 Nothing in clause 5 shall, in any way; release the agency from any warranty or other obligations under this contract.

6.DELIVERY:

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

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

7. PAYMENT TERMS:

7.1 Payment of the cost of services during the month as mentioned in the Price Schedule will be made on monthly basis.

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

8. PRICES:

i) a) Prices charged by the agency for 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.

9. CHANGES IN PURCHASE ORDERS:

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

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

(b) The place of delivery; or

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

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

11. SUBCONTRACTS:

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

TIME PERIOD OF WORK:

(One Year)

13. DELAYS, LIQUIDATED DAMAGES:

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

S.	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	

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

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

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

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

16.2 Forfeiture of Performance Security

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

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

17 FORCE MAJEURE:

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

17.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions

thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

18 TERMINATION FOR DEFAULT:

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

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

(c) If the agency fails to perform any other obligation(s) under Contract: and

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

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

19 TERMINATION FOR INSOLVENCY:

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

20 ARBITRATION:

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

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

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

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

arising out of this contract made by the Contractor with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD

Section IV

SPECIAL CONDITIONS OF CONTRACT

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

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. (i) The 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 under clause 3(i), above, cover containing the commercial and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
8. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
9. **EXPERIENCE:**
The bidder should have capability and experience in PEST MANAGEMENT SERVICES in Government/Semi Government organization State Govt. Deptt., PSU's, Autonomous Bodies, Large

Industrial/Educational Campus/corporate Super Specialty Hospitals and capable of undertaking such work.

ANNEXURE-I

Annual Maintenance Contract

SCOPE & TERMS:

CONDITIONS:

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

FORCE MAJEURE

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

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

ANNEXURE-II
SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

TO EXECUTE THE INTEGRATED PEST CONTROL MEASURE IN THE ENTIRE H.O BUILDING INCLUDING THE SURROUNDING AREAS WITHIN THE BOUNDARY WALL OF TEA BOARD LOCATED AT 14, BTM SARANI, KOLKATA -700 001

2. OBJECTIVES:-

TO FREE THE PREMISES OF TEA BOARD, H.O FROM ALL TYPES OF INSECTS LIKE COCKROACHES, BEDBUGS, SPIDER, SILVER FISH, MOSQUITOES AND RODENTS IN ADDITION THE OFFICES PREMISES SHALL BE FREE FROM ANY KIND OF TERMITE.

3. SCOPE OF WORK :-

Under this contract the following services are be provided.

1. **GOLD SEAL SERVICES:** This service will carry out for controlling all types of crawling insects such Treatment for the management of cockroaches, red ants, black ants and silverfish, bedbugs, spiders, lizards etc the services will be provided in the entire office area by gel application or by spray.

FREQUENCY: Monthly gel treatments and monthly spray treatments.

2. **VECTOR CONTROL SERVICE:** This service will carryout for controlling mosquitoes, flies and other flying insects. This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry point's front and rear area of the plant under the bushes damp area along the walls etc. This treatment will be carry out by outdoor spray, indoor spray twice in a month

3. **PIED PIPER SERVICES:** Treatment is for rats, mice and bandicoots.

FREQUENCY: Twice in a month

4. **INTEGRATED MOSQUITO MANAGEMENT;** Treatment is for mosquito.

FREQUENCY: Twice in a month

Action area for Integrated Mosquito Management: Tea room, Pantry, Entire Ground Floor and Toilets in each floor. Pesticides/Insecticides which are to be used should be recommended by WHO and Central insecticide Board.

Detailed treatment of Pest Control :-

1. **LARVA CONTROL:** Spraying shall be done using a proportionate mix of ABATE (Cyanamid India) and debase oil mixed with water. Debase oil shall be mixed @ 0.5 liter per 10 liter of water. The mix prepared as per the manufacturer's instructions shall be applied @ 1 liter per 100 Sqm. area Antilarval operations shall be done with Fenthion 100% EC @ 100 ml/ha and/or Tenephos 50% EC @ 50 ml/ha on all water bodies.

2. ADULTICIDE/MOSQUITO TREATMENT : Spraying shall be done using proportionate mix of Cythion, Malathion 50% EC, Dichlorvos (Nuvan) 76% EC and water @ 1.5 liter mix per 6000 Sq.ft. area as per instructions of the manufacturer.
3. RODENT TREATMENT: Baiting shall be done using Bromadiolone 0.25% CS mixed with proportionate quantity of Bait material and edible oil. The mix shall be placed @ 10 g per 10 Sq. Mtr. Area. The treatment shall be carried out as per BOQ. Rat trappers/Gum stickers may be used as permitted by EIC. Zinc Phosphate.
4. DIS-INFESTATION: Insecticide by Propoxur 20% EC @100MT./10 ltr of water. K.O thin
5. HONEY COMB: With 2% cmc in oil based chemical to prevent recurrence of honey comb at the place.

For execution the above works, the agency shall follow the specific requirements mentioned as under:-

- Representatives of the agency shall meet authorized Officer daily to apprise the position and situation and or to discuss any matter concerning for personnel.
- Ensure that effective and economic pest control measures are implemented and that they are in accordance with the Board's employees care services.
- The service provider shall provide, manage and operate a comprehensive system of pest control management in accordance with the current industrial standards and the provisions of this service level specification.
- Any other integrated measures which are not specified but required shall be part of the scope of work

TERMS AND CONDITIONNS FOR PROVIDING PEST MANAGEMENT SERVICES

1. The agency must be in a position to provide the PEST MANAGEMENT SERVICES immediately from the date of issue of the work order.
2. The contractor has to enter into an agreement with Tea Board that he will abide by the terms and conditions, mentioned above.
3. A sum of Rs. 1000/-(Rupees One thousand only) should be deposited along with the tender against cost of tender. A sum Rs. 2,445/- (Rupees Two thousand Four hundred Forty five only) on account of Earnest Money Deposit DD/Pay Order in favour of Tea Board, Kolkata should be deposited and should be attached with the Tender. Tender not supported by the EMD will be invalid & will not be considered.
4. Payment of the claim bills will be made by way of Cheque/RTGS only. However, arrangements will be made for settlement with least delay.
5. 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 and more on same terms and conditions.
6. 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 the continuous providing of Service during the period of agreement.
7. 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 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 service.
8. Chairman, Tea Board, Kolkata reserves the right to terminate the agreement at any time without assigning any reason.
9. The contractor shall submit the bill in duplicate to the Estate Officer, Tea Board, Kolkata with an advanced stamped receipt (pre-receipted) on the 1st Week of the subsequent month

**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 supply 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 Nationalized 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

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION VI

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/shereinafter called the agency) to supply the TEA BOARD..... as per Contract No. Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that 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 agency the Bank has agreed to execute these presents.

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

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Agency shall render all necessary and efficient services which may be required to be rendered by the Agency in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Agency under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty 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 agency 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 Agency 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 Agency 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 Agency 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 agency 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 agency 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 agency or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the agency or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The 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:

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

1. _____
2. _____

1. _____
2. _____

Proforma for Letter of Authorization for Attending Bid Opening

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

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

Order of preference	Name	Specimen Signature
<hr/>		

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: _____

Format of Contract Agreement

(On Rs.100- Non Judicial Stamp Paper)

(Pest Control)

This agreement made on this -----day of -----of ----- between TEA BOARD a statutory body under the ministry of commerce and industries, Govt. of India at 14, BTM Sarani (Brabourne Road), Kolkata-700 001 duly represented by the Secretary, TEA BOARD hereinafter referred as "the BOARD" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the FIRST PART

AND

M/s ----- having its registered office at ----- duly represented by ----- hereafter referred to as "the Agency" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the SECOND PART

WHEREAS the Board intended to engage a suitable agency for providing pest control services to entire premises of Tea Board Ho at Kolkata and for the said purpose the Board issued an open Tender notice No. ----- inviting Tenders

AND WHEREAS by a letter with reference no. ----- the agency having it's office at, ----- was informed about the acceptance of its Tender submitted against Tender notice No. ----- for the period at a price and upon the terms and conditions herein contained. The agency already deposited performance security for an amount of ----- through Bank Draft No. ----- along with Letter No. ----- dated ----- and money receipt No. -----

WHEREAS on the requisition of the BOARD the Agency has agreed to provide required services to BOARD as per the scope of work narrated below in order to keep the premises free from all types of pests, insects, flies mosquitoes, rats and other harmful living creatures for the safety and good hygienic conditions of the aforesaid premises of the BOARD efficiently by mutual acceptance of offer of the service provider with effect from ----- for a consideration of for an amount of RS. ----- per annum including all applicable including service Tax @ ----- for providing the aforementioned services.

The terms and conditions given in the Tender form are also part of Deed of Agreement and the AGENCY accepted to follow those terms and conditions.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS:-

I. **OBJECTIVE:-**

In order to keep the entire premises of Tea Board, H.O. in a good hygienic condition and also to keep the premises free from all types of insects/pests and harmful living creatures etc. with the help of public Health Pest Control Management Services without polluting environment and reducing/shrinking bio diversity so that future generation is not deprived of their pollution free environment.

II. **SCOPE OF WORK:-**

That the AGENCY is required to provide an effective pest control services meant for PUBLIC HEALTH INTEGRATED PEST CONTROL MANAGEMENT SERVICES and it should not use any pest which is used for Agriculture and animal kingdom. The pest which is used should not be banned by any Government in India and also should not be banned by any of the foreign countries and International organization such as World Health Organization. The following services along with periodicity should be maintained throughout the contract period.

III. **THE SCHEDULE OF WORK:-**

GOLD SEAL SERVICES: Treatment for the management of cockroaches, red ants, black ants and silverfish.

Frequency: Monthly gel treatments and monthly spray treatments.

VECTOR CONTROL SERVICES

These services will carry out for controlling all types of mosquitoes, flies and other flying insects

FREQUENCY: Twice in a month

INTEGRATED MOSQUITO MANAGEMENT: Treatment is for mosquito.

Frequency: Twice in a month.

Action area for Integrated Mosquito Management: Tea room, canteen Entire Ground Floor. Basement, roof top drains and toilets in each floor.

Termite treatments as and when required.

No pesticide/insecticide should be used which is harmful to human being. Neither any Agricultural/Industrial pesticide/insecticide should be used

The agency should submit a work scheduled for the entire month as provided in Annexure "A" to this agreement in the first week of every month to the Security Section. Accordingly, pest control management will be carried out throughout the contract period.

After completion of scheduled work it is to be verified and signed by any person detailed by the Security Section. This certified sheet is to be attached with the bill for claiming payment.

IV. TERMS OF PAYMENT:

That the Board has agreed to make the following payments to -----
----- per annum which may be payable monthly during the period of engagement.

The above rates are inclusive of all statutory payments to be paid by the AGENCY under various legislation and the Service Tax is ----- is also included in the rates.

V. PAYMENT

That the monthly bill is to be submitted by the AGENCY TO the Board on the 1st Working day of the following month which may be paid by the 15th of the month with a cheque or through RTGS in favour of ----- However, payment shall be released only if it is accompanied by the proof of the following.

- a) Certified work completion sheet
- b) Work schedule for the succeeding month
- c) ESI payments
- d) Provident Fund Payments
- e) Receipted payment of wage sheet to stave for the preceding month
- f) Deposit challan of Service Tax

VI. COMMENCEMENT OF AGREEMENT:

That the agreement shall come into force from -----for a period of 01(one) year which may be extended with mutual consent. Incase due to unavoidable ciarcumstances the parties are not able to agree mutually for extension of contract period, the AGENCY shall continue to render services till any alternative arrangement is made with the existing terms and conditions.

VII. REFUND OF SECURITY

Payments of Performance Security shall be released only if it is accompanied by the proof of the following

- a) Having handed over the complete establishment including all materials and equipments if any handed over to the AGENCY at the time of entering in into contract.
- b) Having vacated rest room in the premises that may have been allotted to the AGENCY for discharge of the contractual obligation.

VIII. PREMATURE TERMINATION OF AGREEMENT:-

That either party is entitled to terminate this agreement due to some unavoidable circumstances by giving a minimum notice period of two months in writing or in lieu of one month's payment.

IX. DEPLOYMENT

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

X. ENFORCEMENT OF STATUTORY LAWS

That the AGENCY shall ensure and bound to comply with the relevant prevailing statutory laws. The AGENCY has furnished the following Registration Nos./Code Nos. for enforcement of statutory obligations.

- a) A/c No. -----
- b) Branch -----
- c) Service Tax Code -----
- d) PAN -----

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

That in case of any absence of manpower in any day due to sickness, short leave, long leave or any other reasons whatsoever the vacancy shall be taken care of by the service provider with immediate suitable substitution against the vacancy.

XI. LOSS AND DAMAGES:-

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

XII. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith, the same shall be referred to the sole arbitrator to be appointed by the Chairman, Tea Board in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration shall be Kolkata and language shall be English.

XIII DECLARATION:-

That the AGENCY hereby declares that it shall not act in contravention with the relevant statutory provisions or any other Acts, Rules, Regulations, Orders enforced for the time being in order to regulate the employment of those persons engaged by the AGENCY.

INDEMNITY: The AGENCY shall indemnify and hold the Board harmless against all or any claim, loss, damages and expenses arising out of this agreement.

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

SIGNATURE

TEA BOARD

AGENCY

WITNESS

1.

2.