



BID DOCUMENT

Tender for removal of 03 Nos. old passenger Lifts except Lift cage unit and guide rails and installation of 03 Nos. new passenger Lifts except Lift cage unit and guide rails in the existing Lift shaft along with operation (w.e.f.1.4.17 for old Lift) and comprehensive maintenance for a period of 03 years after warranty period at Tea Board Head Office, Kolkata.

TENDER NO. 01/Security/2017

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

TABLE OF CONTENTS

Section	Title	Page No.
	Table of contents	2
I	Notice Inviting Tender	3
	Information to be given by Bidder	4
II	Instructions to Bidders	5 - 14
III	General Conditions of Contract	15 – 22
IV	Special Conditions of Contract	23 – 25
	Annexure-I (Annual Maintenance Contract)	26 & 27
	Annexure-II (Scope and Description of Work)	28
V	Technical Conditions of Contract	29
VI	Bid Form	30
VII	Performance Security Bond Form	31 & 32
	Proforma for Letter of Authorization for attending the bid opening	33
	Pre-stamped Receipt (for refund of EMD)	34
	Warranty Certificate	35
VIII	Price Schedule	35 & 36
IX	Agreement for operation and maintenance	37 – 42

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

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.01/Security/2017**
Tender Document : Details are given below
Due date/Time of receipt : **01.03.17 at 1 PM**
Opening date/ time : **01.03.17 at 3 PM**
Pre Bid meet : **23.02.2017 at 3.30 PM**

Sealed tenders are invited on behalf of Chairman Tea Board Kolkata for removal of controllers, associated motors, gear box and metal ropes pertaining to 03 Nos. passenger lifts make Express Lift Co. Ltd. Northampton, England along with all accessories, panels etc. and supply & installation of controllers, associated motors, gear box and metal ropes pertaining to 03 Nos. passenger Lifts including all accessories, panels etc. along with operation (w.e.f.01.04.17 for existing Lifts) and comprehensive annual maintenance for a period of 03 years on expiry of warranty period at Tea Board Head Office at Kolkata. The carrying capacity of old 02 Lifts are 8 persons each and the carrying capacity of another 01 old lift is 5 persons. The Tea Board building is 10+G+B and the operation of small lift is available up to basement but for other 02 lifts operation is restricted to Ground floor only.

Eligibility of bidder:

Indian registered companies/partnership firm/sole proprietorship firm to take up tendered items of work and whose annual turnover in the last 03 financial years was more than Rupees 50 (fifty) Lakhs, are eligible to participate in this tender. Further, the bidder should have capability and experience in supplying and installing Lifts of same or more capacity and operation and maintenance of same type of Lifts in Kolkata. They should have knowledge and experience to work in Government/Semi Government organization along with its Eligibility conditions as described in detail in the tender document.

Bid security (EMD) shall be Rs.50,000 (Rupees Fifty thousand only) payable in the form of demand draft or Bank Guarantee in favour of "Tea Board, Kolkata". Intending bidders may download and obtain the tender document from the website www.teaboard.gov.in. A non refundable Demand Draft of Rs. 1000 (one thousand only) in favour of Tea Board payable at Kolkata to be attached with the Technical Bid of tender as the cost of tender document

Secretary,
Tea Board, Kolkata

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

INFORMATION TO BE GIVEN BY THE BIDDER

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

- Telephone No. :
Office
Residence
Mobile
FAX
Email
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) :
7. Details of Experience :
8. Details of Technical Personnel :
Name Age Qualification/s

Certified that the information given above is true and I/we am/are eligible to participate in the tender, if any information is found to be false or misleading the tender/contract may be cancelled. In the event of cancellation of my/our Tender/contract due to furnishing false/incorrect/partial information by me/us I/we will not claim any refund/compensation whatsoever from Tea Board.

Name:

Address:

Contact No.

Signature
(Capacity in which signed)

Seal & date

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, Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, which the supplier is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- j) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having experience of removal and installation of passenger lift of the same capacity as mentioned in Notice Inviting Tender at Section I or more than this capacity and whose annual turnover in the last 3 consecutive financial years was more than Rupees 50 Lakhs. Further, the bidder should have capability and experience in

- 1) Removal of passenger Lift of same or more capacity in Government/Semi Government organization.
- 2) Supply, installation and commissioning of passenger Lift of same or more capacity in Government/Semi Government organization
- 3) Operation and maintenance of passenger Lift of same or more capacity in Government/Semi Government organization

The bidders shall be willing to undertake the operation and AMC and willingness for operation and AMC shall form part of the bid. Documentary proof for the same shall be attached.

Bids not confirming to these above mentioned conditions will be rejected outrightly.

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.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

B. BID DOCUMENT:

4. BID DOCUMENTS:

4.1 The goods 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 2. Instructions to Bidders 3. General Conditions of Contract 4. Special Conditions of Contract 5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return 8. Experience Certificates 9. Make, Model No. of the Lifts being offered in the tender shall be specified in the technical bid and the brochure of the Lifts being quoted shall be enclosed. 10. Turnover Certificate of Minimum Rs.50 Lakh per annum for the last 03 consecutive years 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. 	<ol style="list-style-type: none"> 1. Price Schedule <ol style="list-style-type: none"> a) Cost of Removal of 03 lifts except Lift cage, guide rails including all Taxes and charges b) Cost of 02 new Lifts of carrying capacity 8 persons except Lift cage, guide rails including all Taxes and charges c) Cost of 01 new Lift of carrying capacity 5 persons except Lift cage, guide rails including all Taxes and charges d) Installation and commissioning of 03 Lifts along with all accessories, panels etc. including all Taxes and charges e) Operation cost for 1st year after installation (under warranty period) f) Operation & comprehensive AMC cost for 2nd, 3rd & 4th year after installation 2. Performance Security Bond Form 3. Any other document as the bidder may wish to submit in support of the bid.

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

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 downloaded the bid documents.

The prospective bidders may attend the PRE-BID MEET on **23.02.2017** at 3.30 p.m. to discuss clauses in the tender document. The venue for such pre-bid meet will be Board Room of Tea Board at its given address.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

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 Telex, e-mail or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 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:

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 (EMD) furnished in accordance with clause 12.
- (c) A clause-by-clause compliance as per clause 11.2
- (d) A Bid form duly filled in by the bidder.
- (e) **Check list of Technical Bid for evaluation**

Check list of Technical Bid for evaluation

Date of incorporation		Enclosure No.
Annual Turn Over for 3 years		Enclosure Nos.
Experience in Govt. Org		Enclosure Nos.
Experience in Semi Govt. Org		Enclosure Nos.
EMD paid Rs.	DD No.	Enclosure No.
Cost of Tender paid Rs.	DD No.	Enclosure No.
Copy of PAN		Enclosure No.
Copy of VAT registration No.		Enclosure No.
Bank A/c details		Enclosure Nos.
Other documents		

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 Lifts to be supplied and installed, a brief description of the Lifts, quantity, make and model Nos.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

9. BID PRICES:

- 9.1 The bidder shall give the total composite price of all levies and taxes, packing, forwarding, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the Lifts, it proposes to supply under the contract as per price schedule given in Section VIII in Indian Rupees as well as cost of removal of all 03 Nos. Lifts and accessories, panels etc. The cost of operation of old Lifts w.e.f. 01.04.2017 till expiry of warranty period i.e.01 year after installation and also cost of operation including comprehensive AMC for a period of 03 years immediately after expiry of warranty period shall also be quoted separately.
- 9.2 Prices indicated in the price schedule shall be entered in the following manner:
- (i) The price of the Lifts, Excise duty, Sales Tax, Insurance, Freight and other statutory taxes payable to the bidder and the installation/commissioning charges, if any, shall also be quoted separately item wise. Cost of removal is to be quoted separately as mentioned in the price schedule.
 - (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.
 - (iii) The bidder also should separately quote for cost of only operation for the 1st year (under warranty period and also operation and comprehensive AMC charges per annum including all applicable Taxes and charges for a period of 03 years from the expiry of warranty period.
- 9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of equipment/system offered.
- 9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.
- 9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable as per clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1 The bidder shall furnish, as part of his bid documents establishing the bidders eligibility, the following documents:
- (i) Certificate of Incorporation.
 - (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
 - (iii) Registration Certificate.
 - (iv) Service Tax registration No.
 - (v) Bank A/c details
 - (vi) Annual turnover certificate for the last consecutive 03 years for more than Rupees 50 Lakh per annum-----.
 - (vii) Certificate in respect of capability and experience in Government/Semi Government organization for removal, supplying and installation of same or higher capacity Lifts

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- 10.2 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.
- 10.2a. To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.
- 10.3 The Lift, accessories and equipments offered must have ability to meet the technical specifications. Necessary document to substantiate this shall be submitted along with the offer by the Supplier.
- 10.4 In case the Lift, accessories and equipments offered have 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 Lifts and services, which he proposes to supply under the contract.
- 11.2 The documentary evidence of the Lifts and services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish:
- (a) A detailed description of the Lifts, 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.
 - (c) Deviation in details regarding conformity to the Bid documents and actual delivery of equipments and services.

12. BID SECURITY (EMD):

- 12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.50,000 (Rupees Fifty thousand only). The bidders who are registered with National Small Scale Industries Corporation (NSIC)) under Single point Registration Scheme may be exempted from bid security A proof regarding current valid registration with NSIC for the Tendered Item will have to be attached along with the Technical bid.
- 12.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable. Any Small Scale Industry/Firm claiming exemption from payment of bid security should submit the copy of the current valid registration with NISC for the tendered items.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be **rejected by the purchaser as non-responsive**.
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser, Pursuant to clause 13.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- 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, or
 - iii) to undertake the work within 7 days from the date of acceptance of purchase order/supply order/work order

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 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 !4 BTM Sarani, Kolkata-700 001.
 - (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE **01.03.2017**

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- (c) The inner and outer envelopes shall indicate the name, address and contact No. of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8th Floor, O/o Secretary, 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 1 PM on **01.03.2017**.

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.

MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 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.

17.2 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.

17.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

18 OPENING OF BIDS BY PURCHASER:

18.1 The purchaser shall open the bids in the presence of willing bidder/s or his authorized representatives who choose to attend at 3 PM on **01.03.2017**. 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).

18.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

18.3 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.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

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

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The comparison for evaluations shall be of price of the goods offered inclusive of all taxes and levies, installation/commissioning and other charges.
- 22.3 The tender will be evaluated based on the quoted price for all the works taken together i.e. removal, supply, installation, commissioning and AMC for all 03 Nos. Lifts for 03 years including all applicable Taxes and charges

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.

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

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:

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

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

28. SIGNING OF CONTRACT:

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

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

30. 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.

31. QUALITY ASSURANCE REQUIREMENTS:

The supplier shall ensure Quality of the Lift, accessories, equipments and services provided. This will be done on the basis of latest technology used vis-a-vis minimum consumption of electrical energy and promptness to attend fault and rectifying fault. The essence of quality of services would be promptness to diagnose the fault and rectify it in professional manner.

31. IMPORTANT CONDITIONS:

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

- (i) Clause 15.1 of section II – The bids will be recorded unopened, if covers are not sealed with wax or PVC tape.
- (ii) Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security (EMD) 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.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- (v) Section III – General 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 removal of all 03 Nos. old Lifts along with all accessories, panels etc. except Lift cage, guide rails and procurement of 03 Nos. new Lifts along with all accessories, panels etc. except Lift cage, guide rails and operation including AMC Services for 03 years from the expiry of warranty period.

2 STANDARDS:

The Lifts along with all accessories, panels etc. supplied and services provided under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PATENT RIGHTS:

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

4 PERFORMANCE SECURITY:

- 4.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of supplier's receipt of the Letter of intent/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 Demand Draft or bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.
- 4.4 The performance Security Bond will be discharged by the purchaser after completion of the Supplier'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 goods 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 Testing Instruments and other test gadgets including 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 goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods 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 equipment and accessories on receipt in the purchaser premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5 is found defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and supplier shall make good the defective equipment, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements shall be made by the supplier free of all charges at sites. should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

cost of the supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

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

6. DELIVERY:

- 6.1 Delivery of the Lifts, accessories, control panels, accessories, equipments and all documents including drawings, operation and maintenance manual shall be made by the Supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and these items shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee at Tea Board HO, Kolkata as given in the purchase order.
- 6.2 The Delivery of the Lifts, accessories, equipments and all documents shall commence immediately on placement of purchase order and be completed within one month.
- 6.3 All technical assistance for installation, commissioning, monitoring and operation of the Lifts and equipment shall be provided by the bidders at no extra cost

Deliverables:

- Removal of controllers, motors etc. of 3 Nos. old Passenger Lifts except Lift cage and guide rails.
- Supply of 3 Nos. new Lifts along with all accessories and control panels, drawings and manuals etc. except Lift cage and guide rails.
- Installation and commissioning of 3 Nos. Passenger Lifts along with all accessories and control panels etc. except Lift cage and guide rails
- Operation of old lifts w.e.f.01.04.2017 till the expiry of warranty period
- Operation and comprehensive Annual Maintenance of 3 Nos. Passenger Lifts for a period of 3 years w. e. f the date of expiry of warranty period after complete installation, commissioning and handing over Lifts to Tea Board

7. TRAINING:

- 7.1 The bidder shall provide training for operation to maintenance staff of the purchaser free of cost for 1 month.
- 7.2 Based on the skills of the users, the bidder has to provide comprehensive training and recommend approach for the same.
- 7.3 Conduct of training of the purchaser's personnel shall be at the purchaser's location and/or on site during startup operation and maintenance of the Lifts supplied.

Deliverables:

- Training Plan
- Training Manuals / User Manuals
- Training Sessions to Users

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- Installation Manual & Operation & maintenance Manuals

8 INCIDENTAL SERVICES:

8.1 The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Lifts.
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Lifts.
- (c) Performance of supervision or maintenance and/or repair of the supplied Lifts, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any Warranty obligations under this contract.

9. WARRANTY:

9.1 The supplier shall warrant that the Lifts to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design, and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the Lifts are faulty. This warranty shall survive inspection or payment for and acceptance of Lifts, but shall expire except in respect of complaints notified prior to such date, one Year after the Lifts have been taken over under clause 5 above.

9.2 Replacement under warranty clause shall be made by the supplier free of all charges at site including local taxes/duties, freight, insurance and other incidental charges.

9.3 Supplier will modify the existing Hardware & Software for new technology on cost basis.

9.4 **Operation and comprehensive Annual Maintenance Support for 3 Years for 3 Nos. Passenger Lifts**

The Bidder should provide services for operation of old Lifts w.e.f. 01.04.2017 till the expiry of warranty period as well as operation and comprehensive maintenance support for 3 years immediately after expiry of warranty period of Lifts on payment of AMC charges as mentioned in AMC section. Following activities will have to be undertaken:

9.5 The supplier will maintain and upkeep three passenger lifts at Board's H.O. Building with a provision of keeping two mechanics-cum-operator during office hours and one mechanic-cum-operator for the rest of the period.

9.6 The supplier will depute skilled mechanics regularly for general servicing and maintenance of the lifts and to adjust mechanical defects arising out of continuous running of the lifts. The supplier shall also undertake that as and when the lifts become inoperative on any day and a report either oral or written given by the Board, they will rectify the same and advise the about possible rectification measures, so that the operation of the lifts restored accordingly.

9.7 The supplier shall depute skilled mechanics for preventive maintenance and servicing of all the lifts once in every month, hence the duration of such service will not be less than 3

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

days a month. However, this period of 3 days may get upwards revision depending on the condition of the lifts and its servicing to make it fully functional.

- 9.8 It is the responsibility of the supplier to get renewed Lift licenses with prior intimation to the Board about their professional fees towards renewal of license and other official correspondences to the respective Govt. department dealing with Lifts License and associate activities.
- 9.9 The supplier shall undertake monthly servicing and other minor repair works during Board's holidays.
- 9.10 The performance of the supplier regarding operation and maintenance shall be assessed by the Inspector of Lifts, Government of West Bengal against payment of their inspection charges to be borne by the Board and the report shall be final and binding on both.

10 PAYMENT TERMS:

- 10.1 Payment of the cost of removal of all Lifts and supply of all Lifts, accessories, equipment and control panes along with cost of operation of old Lifts w.e.f. 01.04.2017 till expiry of warranty period as mentioned in the Price Schedule will be effected in the following manner:
- (a) **Equipment –**
65% payment **of total contract value up to the period of warranty** for removal, supply, installation and commissioning of 03 Nos. Lifts, accessories and equipment shall be made on receipt of the equipment by the consignee. For claiming 65% payment the following documents are to be produced before paying authority:
- i) Invoice
 - ii) Delivery Challan
 - iii) Receipt from the consignee
 - iv) Excise invoice in case of local manufacture by the bidder in case bidder is manufacturer
 - v) Customs duty receipt copy in case of imported items
 - vi) Insurance receipt/Policy copy
 - vii) Certificate regarding removal of all the Lifts and ready to install new Lifts
- (b) The next 30% payment **of total contract value up to the period of warranty** for removal, supply, installation and commissioning of 03 Nos. Lifts, accessories and equipment as in Para 9.2 (i) Section II shall be made after successful installation and commissioning in accordance with the tender and completion of any other obligation arising out of the tender, subject to relevant certificate from user on the bills.
- 10.2 **Operation, maintenance and services for a period of 03 years beyond warranty period**
Payment for operation, maintenance and services will be paid monthly on submission of bill along with certificate of satisfactory services to be obtained from Estate Officer/ Security section/ Board's Electrician
- 10.3 The balance 5% payment **of total contract value up to the period of warranty** shall be released only after verifying the successful and satisfactory performance and successful

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

completion of training of TEA BOARD personnel by the supplier and subject to relevant certificate from user on the bills.

- 10.4 (a) (i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
(ii) No payment will be made for goods rejected at site on testing.

11. INSURANCE:

The Lifts, accessories and equipments shall be got insured by the supplier up to a minimum period of 30 days after the Lifts, accessories and equipments is delivered to the consignee. The supplier will be responsible till the entire quantity of the Lifts, accessories and equipments ordered for arrival in good working conditions at destination is received by the consignee. The consignee will, immediately but not later than the prescribed period of insurance of arrival of the Lifts, accessories and equipments at the destination, notify the supplier of any loss or damage to the Lifts, accessories and equipments that may have occurred during transit. The period of insurance covered will be indicated by the supplier to the consignee/paying authority. In case of any loss/damage during transit, the case will be lodged by the supplier with the concerned authority on receipt of report from the consignee/paying authority. The Lifts should, on no account be dispatched and delivered without obtaining Quality Assurance Certificate from the manufacturer/other statutory body which are authorized to issue the same certificate.

12. PRICES:

- i) a) Prices charged by the supplier for Lifts 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 and operation and maintenance period. Increase and decrease of taxes/duties will not affect the price during this period.
(b) In case of delayed supplies after delivery period the advantage of reduction of tax/duty would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax/duty.

13. CHANGES IN PURCHASE ORDERS:

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

- (a) Drawings, designs or specifications, where Lifts to be furnished under the contract are to be specifically manufactured for the purchaser.
(b) The method of transportation or packing.
(c) The place of delivery; or
(d) The services to be provided by the supplier.

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

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

the supplier for adjustment under this clause must be within thirty days from the date of the receipt of change in order.

14. 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.

15. TIME PERIOD OF WORK:

Removal of one Lift and also one at a time is 15 days and total time period for removal of all 03 Nos. Lifts is 45 days. The time period of 1st removal will be counted from the date of issuance of work order and the time period of subsequent removal will be counted from the date of starting 2nd removal and so on.

Installation and commissioning of Lifts, accessories and other equipment including control panel one at a time is 10 days from the day of complete removal of the respective Lift. The total time period for complete installation and commissioning of all 03 Lifts is 30 days and it is to be completed one by one.

The maximum time period allowed between removal of 01 old lift and installation of the respective new Lift in the same shaft is 02 days. Therefore, after removal of 1st old Lift and accessories the new Lift shall be installed within 02 days and so on.

Only operation of old Lifts is to be effected from 01.04.2017 till the installation of all new Lifts. Only operation of new Lifts is to be effected from the date of complete installation of all 03 new Lifts till the expiry of warranty period. Thereafter operation and comprehensive annual maintenance contract will be effective for 03 years immediately after expiry of warranty period.

16. DELAYS, LIQUIDATED DAMAGES:

16.1 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	

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

16.2 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

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

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.

- 16.3 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.
- 16.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned
- 16.5 Forfeiture of Performance Security Deposit: Performance 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 make complete supply 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 performance security deposit. The decision of the Purchaser in this regard shall be final.
 5. If the supplier fails to undertake the work within 07 days after receiving the work/purchase order.

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 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 Supplier fails to deliver any or all of the Lifts, accessories and equipments within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.
 - (c) If the supplier fails to perform any other obligation(s) under Contract: and

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- (d) 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.

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

19 TERMINATION FOR INSOLVENCY:

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

20 ARBITRATION:

- 20.1 In the event of any question, dispute or difference arising under this Tender or in connection there-with except as to matter the decision of which is specifically provided under this Tender, 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 Tender 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 Tender 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 and the language will be in English.

21. SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this Tender 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 (EMD) is not submitted in the manner prescribed under clause 3(i), above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
8. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
9. The supply will be accepted only after the tests are carried out by a team identified by the purchaser as per prescribed schedule.
10. The supplier shall:
 - i. Supply all the equipments and accessories as mentioned in schedule of requirement in the tender document.
 - ii. Install, test and commission all the equipment and accessories as per the details given in Annexure II "Scope and Description of Work".

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- iii. System should be got validated within three months by a team identified by the purchaser. The compliance of shortcomings pointed out by the validation team is mandatory for the supplier.
- iv. Maintain the equipment commissioned by him for 12 months after successful validation and shall demonstrate the configuration ordered as per specifications

11. EXPERIENCE:

- (i) the bidders should have capability and past experience having undertaken works in removing, supplying, installing and commissioning of similar or higher capacity Lifts in Government/Semi Government organization
- 12. The equipment proposed to be supplied should be a branded as mentioned in the tender document one with latest technology & market trend to the satisfaction of the purchaser.
 - 13. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
 - 14. The supplier shall impart adequate training in Kolkata to at least 02 (two) number of TEA BOARD personnel in operation and maintenance. The training program should be got approved by the supplier from the purchaser and the purchaser's decision shall be final and binding.
 - 15. Five sets of Diagrams & Manuals for installation, integration, operation and maintenance Manual shall be supplied along with the equipment with the complete list of hardware and software used and spares may be required in future with estimated cost of each spare part.
Distribution of Five Sets:
 - (a) Three sets of Hard copies
 - (b) Two sets of Soft copies
 - 16. (i) The supplier shall be required to carry out all the changes in equipment as may be necessitated due to up gradation/changes in technology of the 03 Nos. passenger Lifts under the AMC clause.

(ii) The supplier shall carry out all necessary changes/repairs of Lifts to ensure trouble-free operation on agreed terms in AMC for a period of 3 (Three) years after expiry of warranty period after commissioning of all the equipment.
 - 17. Tender will be evaluated as a single package taking into consideration of all the items given in the price schedule and the tender will be awarded to single party only.

Supplier will be required to furnish proper Quality Assurance Certificate of all items from the manufacturer of the product. Supplier should clearly mark the manufacturer details, model number etc. Reports will be examined by the purchaser at the site of supply.
 - 18. Operating System shall be supplied with user identification and appropriate license.
 - 19. (i) All the clauses of the GR are mandatory except mentioned otherwise and must be unconditionally complied. The bid shall be rejected if equipment does not comply with any of the mandatory clauses.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

- (ii) Supplier shall write, "complied" against each item and clause in the compliance statement. Any other word like "noted" "agreed" "understood" etc. will be treated as not complied.
27. (I) The supplier shall quote for operation and a comprehensive Annual Maintenance Contract for 3 (Three) years to be signed at the end of warranty period i.e. after 1 year from the date of supply of all equipments. The cost of operation and AMC shall be quoted as per price schedule including visits of the engineers as and when required.
- (ii) The terms and conditions for AMC are given in Annexure-I.
28. (I) The bidder shall extend warranty minimum for one year regarding all the equipment supplied, from the date of "Taking over". During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier. Comprehensive **AMC will start automatically as soon as warranty is over.**
29. The bidder must mention the make, model and batch of the item against each item quoted, failing which the bid shall be rejected.

SECTION IV
ANNEXURE-I
Comprehensive Annual Maintenance Contract (AMC)

SCOPE & TERMS:

The Comprehensive Annual Maintenance Contract shall start immediately after expiry of warranty period of one year. The comprehensive Annual Maintenance Contract (herein after called AMC) shall be for total 03 (three) years after expiry of warranty period and it is one year at a time.

During the period of AMC the successful bidder (herein after called the service provider) shall

- (i) Diagnose the hardware & software faults.
- (ii) Rectify the hardware/software faults.
- (iii) Carry out the periodic preventive maintenance.
- (iv) Upkeep the software periodically
- (v) -----(any other work)-----.
- (vi) -----.
- (vii)

The service provider shall provide service/maintenance to the purchaser, in the presence of user, at the locations where Hardware and Software products will be installed i.e. at HO, Kolkata.

CONDITIONS:

1. Any Fault affecting availability of service of 5% or more of the equipment, it shall be treated as major fault. All major faults shall be rectified within 48 Hrs of its reporting to the service provider.
2. Any fault affecting availability of service less than 5% of the equipment it shall be treated as minor fault. All minor faults shall be rectified within 72 hours of its reporting to the service provider.
3. The service provider if fails to rectify major/minor faults within the stipulated duration, shall be liable to pay penalty for the entire period of break down including Saturdays, Sundays and Holidays as under:
 - Major fault -- Rs. 400/- per day.
 - Minor fault – Rs. 300/- per day
4. The service provider shall, at the time of submitting the bid, give details of the infrastructure planned to be created by the bidder to meet his obligations under AMC and his action plan to deal with the various situations arising out of hardware & software faults shall be clearly indicated.
5. The service provider shall depute required technical expertise at TEA BOARD, HO Kolkata and attend the report the faults immediately.
6. The purchaser shall pay the AMC charges to the service provider on monthly basis.
7. The service provider shall submit a performance security @ 10% of the value of AMC charges in the form of Demand Draft or Bank guarantee prior to the beginning of AMC at the time of signing of the AMC agreement.
8. After the expiry of the annual maintenance contract, it will be optional for the purchaser not to enter the AMC contract further, with the service provider.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

9. The service provider shall maintain a consolidated Log Book wherein the corrective/preventive maintenance undertaken by the service provider shall be entered and the same shall be countersigned by the user.

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.

10. The fees quoted for comprehensive Annual Maintenance Contract of 03 Nos. Lifts shall be valid for the Lifts provided at the time of installation & commissioning of the system and subsequent upgrades till the expiry of the AMC.
11. The Successful bidder shall be solely responsible for the maintenance and repair of the Lifts, equipment's and parts, thereof and TEA BOARD shall not be liable to interact with of the partners/collaborators or sub-contractors of the Contractor.
12. **Termination Clause:** If the purchaser is not satisfied with the performance of the service provider during AMC he should be able to terminate the AMC during its current period, after giving 2 months notice to the service provider.

ANNEXURE-II

SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

Tea Board is a ten storied building, (10+G+B) equipped with 03 No. passenger Lifts make Express Lift Co. Ltd. England which are old and the controller was made with old technology available at that point of time. The capacity of 02 Nos. Lifts are 08 persons each and the capacity of another 01 Lift is 5 persons. Tea Board has decided to replace these age old controllers of Lifts with modern controllers of Lifts equipped with modern technology.

2. Objectives:-

The major objectives are as follows:

- a) To cut down cost of operation
- b) To discard age old Lift which consume heavy electrical energy
- c) To discard age old technology and adopt state of the art technology using chips instead of mechanical relays and contacts for better efficiency, convenience and operation.
- d) To infuse new life in the system of elevators in the premises

3. SCOPE OF WORK

The old Lifts are to be removed one by one and new Lifts are to be installed one by one in their respective shafts. Because, we would like to utilize the existing Lift shaft for installation of new Lifts due to space constraint. The Lift with carrying capacity of 5 persons may be removed first. Therefore, the new Lift with carrying capacity of 5 persons may be installed first. The same way the right hand side Lift with carrying capacity 8 persons and with stoppage restricted at 3rd, 5th, 6th, 7th, 8th & 9th floor may be removed after completion of installation of back side Lift with carrying capacity 5 persons and new Lift may be installed. At the last the left side Lift with carrying capacity of 8 persons and with stoppage restricted at 2nd, 4th, 6th, 8th & 10th floor may be removed and replaced with the new Lift of same capacity.

With effect from 01.04.2017 the old Lifts are to be operated by the mechanics cum operators engaged by the supplier and removal of old Lifts and installation of new Lifts are to be undertaken to complete the entire work within the stipulated time line. Only cost of operation is to paid to the supplier w.e.f. 01.04.2017 till the warranty period of new Lifts. Thereafter the cost of operation as well as comprehensive annual maintenance will be paid to the supplier for a period of 03 years immediately after expiry of warranty period.

After removal of old Lifts and accessories including control panels these all items are to be recorded in hard copy as well as soft copy and handed over to the Estate Officer. These dismantled items are to be shifted and stored in a place as directed by the Board within the premises for safe custody.

SECTION- V

TECHNICAL CONDITIONS OF CONTRACT

Technical specifications for work/equipment are as below:

- All the Lifts along with accessories and control panels are to removed, recorded in register and stored in a place as directed by the Board.
- The capacity of 02 Lifts which are positioned at lounge shall be of carrying 8 persons each and those will be operational from Ground floor to 10th floor.
- The capacity of 01 Lift which is positioned at back side shall be of carrying 5 persons and it will be operational from Basement to 10th floor.
- After installation of Lift equipments including controlling devices the bidder is required to furnish a certificate from the concerned Govt. Authority that the operation of passenger Lift is safe and secure before handing over the charge of new Lifts to Tea.

SECTION VI
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 remove 03 Nos. old Lifts and supply, install, commission and other associated work along with operation (of both old and new Lifts) and maintenance of 03 Nos. new Lifts for a period of 03 years immediately after expiry of warranty period in conformity with the said drawings, conditions of contract and specifications for a sum mentioned in the Financial bid in the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete removal, supply, install and commission of all the 03 Lifts 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 deposit a Demand Draft or obtain the performance security from a Scheduled Bank for a sum of 10% of the total contract value till expiry of warranty period for the due performance of the contract. Also we will deposit a Demand Draft or obtain the performance security from a Scheduled Bank for a sum of 10% of the total contract value for comprehensive Annual Maintenance Contract for a period of 03 years immediately after expiry of warranty period.

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 March 2017.

Signature of representative
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

Address

Signature

SECTION VII

PERFORMANCE SECURITY BOND FORM

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

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

AND WHEREAS, the said contract provides that supplier shall furnish Bank Guarantee to the extent of ten percent of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

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

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

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Supplier shall render all necessary and efficient services which may be required to be rendered by the Supplier in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Supplier under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty materials, designs and workmanship, such as corrosion of the equipment inadequate quantity of materials inadequate contract protection, deficiencies in Circuit Design and/or otherwise whatsoever and in the event of the supplier failing or neglecting to render necessary services as foresaid and/or in the event of the goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall of against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Supplier of any of the aforesaid terms and conditions and the Bank further undertake to pay the TEA BOARD, such sum not exceeding Rs..... on demand and without DEMUR in the event of the supplier's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the goods an equipment.
2. The decision of the TEA BOARD as to whether the Supplier failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

free from deficiencies and defects are capable of performing the work required and as to the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.

3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the equipments have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and a No Demand Certificate submitted to this effect by the supplier.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the supplier or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the supplier and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the supplier or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the supplier or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words)Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

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

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

1. _____

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

1. _____
2. _____

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

2. _____

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on **01.03.2017** in the tender at Tea Board Kolkata for **TENDER NO. 01/Security/2017** 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.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

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 “ Tender for removal of 03 Nos. old passenger Lifts and Installation of 03 Nos. new passenger Lifts in the existing Lift shaft along with maintenance and operation for a period of 03 years at Tea Board Head Office at Kolkata.” against **TENDER NO. 01/Security/2017.**

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: _____

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

WARRANTY CERTIFICATE

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

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

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

SEAL of manufacturer/supplier Enterprises

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

Dated.....

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

Section VIII
PRICE SCHEDULE (Financial Bid)

SL	Description of items	Qty Nos.	Total Price inclusive of ED/ST/Levy/Insurance/Octroi/Labour/Transportation etc.
I.			
1)	Removal of all the Passenger Lifts along with all accessories and associated equipments	03	In figures Rs. In words Rupees
2)	Supply, installation and commissioning of Passenger Lifts along with all accessories and associated equipments carrying capacity 8 persons (including rope, motors and panel etc)	02	In figures Rs. In words Rupees
3)	Supply, installation and commissioning of Passenger Lifts along with all accessories and associated equipments carrying capacity 5 persons (including rope, motors and panel etc)	01	In figures Rs. In words Rupees
4)	Operation of all 03 Lifts immediately after installation and commissioning on 24 X 7 days by deputing 02 operators cum mechanics in day and 01 operator at night during the warranty period for a period of 01 year	03 persons	In figures Rs. In words Rupees
5)	Operation of all 03 Lifts immediately after expiry of warranty period on 24 X 7 days by deputing 02 operators cum mechanics in day and 01 operator at night during the period of 03 years.....	03 persons	In figures Rs. In words Rupees
II. AMC charges per year:			
	(A) For the 1 st year after warranty	LS	In figures Rs. In words Rupees
	(B) For the subsequent years per annum, 2 nd , 3 rd year	LS	In figures Rs. In words Rupees
	III. TRAINING to users for 2 weeks at a time beyond initial training as in the tender document	LS	In figures Rs. In words Rupees
	IV. Renewal of Licenses of 03 Lifts per annum	LS	In figures Rs. In words Rupees
	V. Total cost of removal, supplying 03 Nos. Lifts including operation for 4 years and AMC for 3 years including all Taxes and charges	LS	In figures Rs. In words Rupees

Signature of the bidder with seal.

SECTION IX
AGREEMENT
(For operation and AMC of Lifts)

This agreement is made on this -----day of MARCH 2017 (Two Thousand and Seventeen) 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

..... a private firm having its registered office atduly represented by, (Designation) hereinafter referred to as “service provider” (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 service provider for providing 2 mechanics-cum-operator during day time (office hours) and one mechanic-cum-operator for the rest of the period (on 24X7 basis) to Tea Board HO at Kolkata and for the said purpose the Board issued an open Tender notice No. **01/Security/2017** inviting Tenders

AND WHEREAS, by a letter with reference no. dated the service provider 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 service provider already deposited performance security for an amount of Rs./- through Bank Draft No. dated along with Letter No. dated and money receipt No. dated

AND WHEREAS, on the requisition of the BOARD the service provider has agreed to provide services and will maintain and upkeep three passenger lifts at Board's H.O. Building with a provision of keeping two mechanics-cum-operator during day time (office hours) and one mechanic-cum-operator at night (for the rest of the period) of the aforesaid premises of the BOARD efficiently by mutual acceptance of offer of the service provider with effect from 01.04.2017 for a consideration of Rs. for the 1st year after installation up to 31.03.2018 (under warranty period) and Rs. ----- for the 2nd year, Rs.-----for 3rd year and Rs.-----for the 4th year.

The terms and conditions mentioned in the Tender form are also part of the Deed of Agreement and the service provider accepted to follow those terms and conditions.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS

I SCOPE OF WORK:

- a. The service provider shall provide two mechanics-cum-operator during day time (office hours) and one mechanic-cum-operator at night (for the rest of the period (24X7) with effect from 01.04.2017 for operation of the existing Lifts.
- b. That the service provider shall service the 3 nos. Passenger Lifts once in a month and also as and when required. Overhauling will be done quarterly basis during the contract period.
- c. The service provider will maintain and upkeep three passenger lifts at Board's H.O. Building with a provision of keeping two mechanics-cum-operator during day time (office hours) and one mechanic-cum-operator at night (for the rest of the period (24X7).
- d. The service provider will supply necessary spare parts. The Board may hand over the aforesaid 3 nos. Passenger Lifts to the service provider on and from the date of commencement of this agreement.
- e. The Service provider shall attend all call(s) made by the Board to check the Lifts within 24 hours in order to find out any fault or defects and rectify those faults immediately.
- f. The Service provider shall not be entitled to transportation charges for bringing the unit(s) to the work shop therefore, the Board shall not pay any amount towards transportation.
- g. The Service provider shall be held responsible for any damages causes to the units on transit.
- h. The Service provider will be responsible for upkeep and good condition of the unit(s) after the same been received at its service station.

II THE SCHEDULE OF WORK:

The Two (2) Lift mechanics-cum-operator shall attend Lifts from 9.00 AM to 6.30 PM during the working days and if required on holidays and Sundays without any extra cost and One (1) mechanics-cum-operator at night (on 24 X 7 days basis).

III JOB RESPONSIBILITIES:

The service provider shall service the 3 nos. Passenger Lifts once in a month and also as and when required. Overhauling will be done quarterly basis (i.e. in every three months or 04 times per annum during the entire contract period).

IV PLACE OF DUTY:

That all the persons will be engaged under the Head Office at Kolkata.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

V TERMS OF PAYMENT:

That the Board has agreed to make the following payments to M/sRs..... per month during the 1st year after installation under warranty period, Rs.---- per month during the 2nd year immediately after expiry of warranty period, Rs.----- per month during the 3rd year and Rs. - ---- per month during the 4th year and the amount payable has been accepted by the service provider. The service provider should ensure that the minimum wages are paid to the persons engaged.

The above rates are inclusive of all statutory payments to be paid by the service provider under various legislation like Minimum Wages Act, P.F, E.S.I and Bonus Act and the Service Tax is @15 % is also included in the rates.

VI PAYMENT:

That the monthly bill is to be submitted by the service provider 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 M/s However, payment shall be released only if it is accompanied by the proof of the following

- a) Certified attended sheet of Lift mechanics cum operators
- b) Duty roster for the succeeding month
- c) ESI payments
- d) Provident Fund payments
- e) Receipted payment of wage sheet to staff for the preceding month
- f) Deposit challan of Service Tax.

VII PERFORMANCE SECURITY BOND:

That the service provider shall furnish a performance security bond for Rs..... equal to the amount of 10% of the contract value Rs..... (Rs..... X 12) as per the format given in section VII of the bid document (Tender form). The performance security may be deposited through Demand Draft or Bank Guarantee drawn from any scheduled commercial Bank.

VIII COMMENCEMENT OF AGREEMENT:

That the agreement shall come into force from 01.04.2017 for a period of 03 (Three) years after expiry of warranty period i.e. up to 31.03.2021 which may be extended with mutual consent. Incase due to unavoidable circumstances the parties are not able to agree mutually for extension of contract period, the service provider shall continue to render services till any alternative arrangement is made with the existing terms and conditions

IX REFUND OF SECURITY:

The 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 service provider at the time of entering into contract.
- b) Having vacated rest room in the premises that may have been allotted to the service provider for discharge of the contractual obligation.

X 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.

XI DEPLOYMENT:

That the day to day deployment of Lift mechanics-cum-operator 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.

XII ENFORCEMENT OF STATUTORY LAWS:

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

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

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

XIII OTHER FACILITY:

A room may be provided by the BOARD if available to the mechanics-cum-operators to be engaged, which will be utilized for tools room. Moreover, facility like common toilets, bathroom, electricity and water shall also be allowed to the personnel engaged by the service provider for 24 X 7 basis.

XIV OPERATIONAL REQUIREMENT:

That the service provider shall provide at its own cost duty enforcement suitable tools and tackles to the mechanics cum operators engaged by it.

XV REPLACEMENT OF MANPOWER:

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

XVI 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 service provider shall be compensated by the service provider, else shall be recovered by deducting the actual loss in terms of monetary value from the monthly payment/ performance security payable to the service provider.

Tender for old Lift removal and new Lift installation
[Tender No. 01/Security/2017]

XVII 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.

XVIII DECLARATION:

That the service provider 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 service provider

INDEMNITY: The service provider 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 service provider have signed this deed on the day and year first above written in the presence of:

SIGNATURE

TEA BOARD

M/Sxxxxxxxxxxxxxxxxxxxxxxxxxxxx

WITNESS

- 1.
- 2.

Ref. No. 1/4/2017/SO

Dated : 31.01.17

Notice

Sealed Tenders are invited from reputed Manufacturers/Suppliers/Contractors to remove 3 Nos. passenger Lifts except Lift cage, landing door and guide rails and supply and install 03 Nos. new passenger Lifts except Lift cage, landing door and guide rails to the Tea Board at 14, BTM Sarani, Kolkata -700 001. For more details please visit www.teaboard.gov.in. The last date for submission of the Tenders is 01.03.2017 at 1 PM and it will be opened on the same day at 3 PM.

By order
Secretary