



# BID DOCUMENT

**Tender for selection of Agency for designing, preparation and management of Tea File, the web based quarterly newsletter of Tea Board India, in digital format**

**TENDER NO. 20(11)2014/PROM**

**NOTICE INVITING TENDER**

Office of issue : Secretary, Tea Board, Kolkata  
Tender No : TENDER NO. 20(11)2014/PROM  
Tender Document : Details are given below  
Due date/Time of receipt : **30/11/2016** at 1300 Hrs.  
Opening date/ time : **30/11/2016** at 1500 Hrs.

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata, from reputed professional Agencies for designing, preparation and management of Tea File, as a web based quarterly newsletter of Tea Board India, in digital format for a period of one year . It would be a bilingual newsletter- both in Hindi and English.

**Eligibility of bidder:**

Reputed Agencies fulfilling the following minimum criteria are eligible to participate in this tender.

- i) A minimum of 5 years experience in designing, preparation, publication and management of digital online newsletter on multimedia apparatus as well as adept at digital content management.
- ii) A minimum turnover of Rs 1.00 crore (Rupees One crore)per annum during the last 3 financial years i.e 2013-14, 2014-15, 2015-16 for similar work
- iii) The bidder should be a bona fide registered company having proper accreditations.

The bidder should furnish in the Technical Bid, details and proof of its entity through the relevant documents

Bid security (EMD) shall be Rs. 10,000 (Rupees Ten thousand only) payable in the form of demand draft in favour of "Tea Board Market Promotion Scheme"

**Tender Document may be downloaded from the website of Tea Board ([www.teaboard.gov.in](http://www.teaboard.gov.in)), and a DD of Rs. 1000/- in favour of Tea Board India, payable at Kolkata, should be attached with the Technical Bid of tender as the cost of tender document.**

Secretary,  
Tea Board, Kolkata

**INFORMATION TO BE GIVEN BY THE BIDDER**

- |    |   |   |                                      |
|----|---|---|--------------------------------------|
| 1. | Name of the Bidder Firm/Company   | : |                                      |
| 2. | Address   | : | <hr/> <hr/>                          |
|    | Telephone No.   | : | Office<br>Residence<br>Mobile<br>FAX |
| 3. | Registration particulars of the Firm/Company viz. Proprietary, Partnership, Private Limited, Public Limited etc. (attach photocopy of the Certificate of Incorporation) | : |                                      |
| 4. | Name of Proprietor/Partner/Director signing the tender document.  | : |                                      |
| 5. | Name/Designation/Address of the Authorized Signatory holding the Power of Attorney (if any)   | : |                                      |
| 6. | Income Tax Return Particulars   | : |                                      |
|    | Permanent Account Number (PAN)  | : |                                      |
| 7. | Trade License   | : |                                      |

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

Name: \_\_\_\_\_ Signature \_\_\_\_\_  
(Capacity in which signed)

**1 ELIGIBLE BIDDERS:**

**Reputed, professional Agencies/Companies** capable of designing, preparation and management of web based newsletter/magazines in digital format as well as adept at digital content management should participate. Reputed Agencies fulfilling the following minimum criteria are eligible to participate in this tender.

- i) A minimum of 5 years experience in designing, preparation, publication and management of digital online newsletter on multimedia apparatus
- ii) A minimum turnover of Rs. 1.00 crore (Rupees One crore)per annum during the last 3 financial years i.e 2013-14, 2014-15, 2015-16 for similar work
- iii) The bidder should be a bona fide registered company having the proper accreditations.

The bidder should furnish in the Technical Bid, details and proof of its entity through the relevant documents. Samples of such newsletters/publications published by the Agency should be enclosed along with the bid.

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

**2. COST OF BIDDING:**

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

**3. BID DOCUMENTS:**

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

Documents to be enclosed with the <b>Technical Bid</b>	Documents to be enclosed with the <b>Financial Bid</b>
<ul style="list-style-type: none"><li>1. Notice Inviting Tender</li><li>2. Instructions to Bidders</li><li>3. General Conditions of Contract</li><li>4. Special Conditions of Contract</li><li>5. Schedule of Requirements</li><li>6. IT Return of last three (3) years</li><li>7. Experience Certificates</li><li>8. CA certified Annual Turnover Certificate of Minimum Rs. 1.00 Crore each for last three (3) years</li><li>9. Annual report of the organization of the last three (3) years</li><li>10. Bid Form</li><li>11. Tender Document Fee of Rs. 1000/- in the form of a DD in favour of Tea Board Kolkata, payable at Kolkata</li><li>12. Earnest Money Deposit (EMD)/ Bid security of Rs. 10,000/- in the form of a DD in favour of Tea Board Kolkata, payable at Kolkata</li><li>13. Other documents asked for in the tender form</li><li>14. Details of work done in similar domain and samples of the newsletters/publications published by the Agency</li></ul>	<ul style="list-style-type: none"><li>1. Price Schedule</li><li>2. Any other document as the bidder may wish to submit in support of the bid.</li></ul>

<p>15. 16. Any other document as the bidder may wish to submit in support of the bid.</p> <p>Note: Quotations/price bids are to be submitted only in a separate financial bid. No quotations/price bids should be enclosed along with the technical bid as it would lead to disqualification of the bid.</p>	
--	--

**3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders' risk and shall result in rejection of the bid. The Bidder is required to submit one copy of the Bid document with the company seal and signature of the Authorised signatory on each and every page, which signifies the Bidder's acceptance of all the terms and conditions of the Bid Document.**

**4. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring a clarification of the Bid Documents shall notify the Tea Board in writing/e-mail at the Tea Board's mailing address indicated in the invitation for Bid. The Tea Board shall respond in writing/e-mail to any request for clarification of the Bid Document, which is received not later than 10 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Tea Board shall be sent to all the prospective bidders who have purchased the Bid document.

The prospective bidders may attend the PRE-BID MEET on **27th October at 3.30p.m.** to discuss about the tender. The venue for such pre-bid meet will be Board Room of Tea Board .

**5. AMENDMENT OF BID DOCUMENTS:**

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

5.2 The amendments shall be notified in Writing or Email to all prospective bidders on the address intimated at the time of purchase of bid document from the Tea Board and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments in account, in preparing their bids, the Tea Board may, at its own discretion, extend the deadline for the submission of bids suitably.

**PREPARATION OF BIDS**

Note: Quotations/ price bids are to be submitted only in a separate financial bid. No quotations/price bids should be enclosed along with the technical bid as it would lead to disqualification of the same.

**6. BID PRICES:**

6.1 The bidder shall give the total composite price of all levies and taxes & insurance. The basic unit prices need to be individually indicated against the services it proposes to supply under the contract as per price schedule format

6.2 The agency shall quote as per price schedule for all the items given in the schedule of requirement.

6.3 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.**

6.4 The price approved by Tea Board for the said services will be inclusive of levies and taxes. Break-up in various heads like ED, Service Tax, insurance, and other taxes paid/payable is for the information of the firm and any change in these shall have no effect on price during the scheduled period of delivery.

## **7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) CA certified Annual turnover certificate of Rupees 1.00 Crore during the last 3 (three) financial years.
- (v) Certificate in respect of capability and experience of minimum 5 years.
- (vi) Recommendation Letters and Appreciation Certificates from large clients on achieving commendable milestones.
- (vii) Annual report of the company of the last 3 years
- (viii) Samples of the newsletters/publications published by the Agency

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

7.2a. To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.

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

7.4 The Bidder shall furnish the CA certified Annual turnover certificate for more than Rupees 1.00 crore during the last 3 (three) financial years.

7.5 Annual report of the company for the last 3 years

## **8. DOCUMENTS ESTABLISHING SERVICES IN CONFIRMITY TO BID DOCUMENTS:**

8.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to supply under the contract.

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

- (a) A detailed description of the services, essential technical and performance characteristics.
- (b) A clause-by-clause compliance of Tea Board'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 of experts to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

## **9. BID SECURITY:**

9.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs. 10,000/- (Rupees ten thousand only).

- 9.2 The bid security is required to protect the Tea Board against the risk of bidders' conduct, which would warrant the security's forfeiture.
- 9.3 The bid security shall be in the form of a crossed Demand Draft from a Scheduled Bank in favour of "Tea Board Market Promotion Scheme". Payment in any other form is not acceptable.
- 9.4 A bid not secured in accordance with Para 10.1 shall be **rejected by the Tea Board as non-responsive**.
- 9.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 180 days after the expiry of the period of bid validity prescribed by the Tea Board.
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily and furnishing the performance security.
- 9.7 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 the terms and conditions provided later in this document, or
    - ii) to furnish performance security as specified later in this document.

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

- 10.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tea Board. **A bid valid for a shorter period shall be rejected by the Tea Board as non-responsive.**
- 10.2 In exceptional circumstances, Tea Board 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 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

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

- 11.1 The bidder shall prepare the bid in **separate envelopes for Technical Bid and Financial Bid**, clearly super scribing the name on the envelopes.
- 11.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or pvc tape sealed).
- 11.3 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.

#### **SUBMISSION OF BIDS**

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

12.1 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.

12.2 The inner and outer envelopes shall be:

- (a) Addressed to the Tea Board on the following address:  
Secretary, Tea Board India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE 30-11-2016
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8<sup>th</sup> Floor, O/o Tea Board, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The Tea Board shall not be responsible if the bids are delivered elsewhere.

12.3 If the outer envelope is not sealed and marked as specified above, the Tea Board shall not accept the bid. In case the inner envelopes are not sealed and marked as specified above, the bid shall be rejected.

### **13 SUBMISSION OF BIDS:**

13.1 Bids must be received by the Tea Board at the address specified not later than 1300 Hrs on 30/11/2016.

13.2 Tea Board may, at its discretion, extend this deadline for the submission of the bids in which case all rights and obligations of Tea Board and bidders will be subjected to the deadline as extended.

### **14 LATE BIDS:**

Any bid received by Tea Board after the deadline for submission of bids prescribed by Tea Board shall be rejected and returned unopened to the bidder.

### **15 MODIFICATION AND WITHDRAWAL OF BIDS:**

15.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Tea Board prior to the deadline prescribed for submission of bids.

15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

15.3 No bid shall be modified subsequent to the deadline for submission of bids.

## **BID OPENING AND EVALUATION**

### **16 OPENING OF BIDS BY TEA BOARD:**

16.1 Tea Board shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. Bidder's 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).

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

16.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as Tea Board, at its discretion, may consider appropriate, will be announced at the opening.

### **17 CLARIFICATION OF BIDS:**



To assist in the examination, evaluation and comparison of bids Tea Board 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.

## **18 EVALUATION OF BIDS:**

- 18.1 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 eligible for the commercial bid evaluation which is the second stage of evaluation. Commercial evaluation will be done on the basis of the prices quoted by the Agency as per the format given for submitting the Financial Proposal.
- 18.2 While doing the technical evaluation, Tea Board 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.  
**The evaluation will be on the basis of bidder's fulfillment of the eligibility criteria.**
- 18.3 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 Tea Board. If there is a discrepancy between words and figures, the amount in words shall prevail. If the agency does not accept the correction of the errors, his bid shall be rejected.
- 18.4 Prior to the detailed evaluation, Tea Board will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. Tea Board's determination of bids responsiveness is to be based on the contents of the bid itself.
- 18.5 A bid determined as substantially non-responsive will be rejected by the Tea Board and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 18.6 Tea Board 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.

## **19. SCOPE OF WORK**

Tea Board's newsletter, Tea File' shall comprise of 16 pages  $\pm$  4 containing the relevant activities, policies, achievements, declarations of Tea Board India and the Indian tea Industry, along with suitable pictures, graphs, tables, videos, films, data etc. It should be a web based platform with easy availability and accessibility of its contents over Internet through all kinds of modern multi-media devices e.g Tablets, PCs and smart phones etc., in both English and Hindi and should have RSS feed for automated delivery of content over the Web, Email and mobile networks.

The entire activity shall be outsourced to an organization having experience in publishing digital/online newsletters/ magazines, management of reach multimedia content over the above-mentioned delivery platforms in relation to complete execution of the web based Tea File Digital newsletter.

### **19.1 PLAN**

- i) an online newsletter may be made available as part of Tea Board's website
- ii) An email version in both languages, which can be mailed to readers, with in-built content as well as links to online version for further reading (RSS feed).
- iii) An e-book version, which can be downloaded to e-book readers, Kindle, tablets and similar kinds of devices.
- iii) A mobile version, which can be downloaded to smart phones, tablets and similar kinds of devices

### **19.2 Editorial Services, which will include:**

- i) Concept and development of each quarterly issue.
- ii) Creative design of newsletter header and footer, one each for the first page and subsequent pages that shall remain consistent across multiple issues, languages and delivery options.
- iv) Copy writing from reference matter provided by Tea Board and other relevant sources with photographs, graphic, tables, graphs, videos, films which would have to be created and collated through reference work. All of these will have to be approved by Tea Board
- v) Research, collection of inputs like articles, information, photographs from Tea Board's departments and other sources, collating the data, content writing, editing, designing, illustrations (if required), creation of graphs and charts (if required), making contacts through emails, phone calls to the persons concerned, for creation of the final digitized version of the newsletter
- vi) Proof reading and obtaining approval from Tea Board for publishing.
- vii) Translation from English to Hindi and vice versa (as and when required).

#### 19.3 Creation of pages for multiple delivery options:

- i. Online newsletter: Compatible to latest version of Internet Explorer, Google Chrome, Firefox etc
- ii. Email version: HTML Mail version, compatible with latest version of Outlook and other equivalent e-mail clients
- iv) iii. E-book version (compatible with tablets and smart phones)
  - a) EPUB format
  - b) KF8 (Amazon Kindle)
  - c) PDF
- iv. Mobile only version: mobi format
- v. The final version of each digital newsletter should remain available for a minimum period of 1 year

19.4. The digital newsletter, Tea File, will be hosted in Board's official website [www.teaboard.gov.in](http://www.teaboard.gov.in)

19.5. Uploading the e-book/mobile version to free libraries online

19.6. Creation of Social Media Optimization (SMO) landing page/brand feeds on Facebook, Twitter and YouTube via APIs for Tea Board and keeping them up to date.

19.7. Search Engine Optimization and Promotion of this digital newsletter, to reach a target readership base of 25,000 within one year.

19.8 Uploading the e-book/mobile version to free online libraries.

19.9. Submission of Tea File Digital Version into online directories.

20 User Response Management for twelve calendar weeks after release of each issue, which will also include attending to feedback/suggestions/queries received from readers related to the content available in the newsletter, through email, website and social media like Facebook, Google+, Twitter, etc.,

20.1. Submission of Quarterly Progress Report to Tea Board on the usage, readership

and feedback.

The selected vendor shall be engaged for a period of one year, which can be extended up to 3 years subject to satisfactory services. The digital newsletter shall be published on a quarterly basis.

## 21. Proposal Sought

21.1 The interested bidders shall submit their detailed proposal, including the following details in the format desired:

1. Organizational background, to demonstrate their experience in Digital newsletter/Magazine and Online publishing over the last three years in the platforms of Tea Board's interest, mentioned in the Scope of work.
2. Technical Proposal for delivering services desired by Tea Board and achieving the milestones targeted, including profiles of key personnel available for the services.
3. Financial proposal, (in a separate sealed envelope), in the following format:

S.No	Item Description	Charges payable annually (excluding all taxes)
1.	Services for designing, Preparation and Management of Tea File (Digital version) <ol style="list-style-type: none"> <li>a. Editorial Services               <ul style="list-style-type: none"> <li>- content sourcing and collating</li> <li>- content management</li> </ul> </li> <li>b. Creation of versions for 16 ± 4 A4 size pages for multiple delivery options for each issue:               <ol style="list-style-type: none"> <li>i. Online newsletter:</li> <li>ii. Email version: HTML Mail version</li> <li>iii. E-book version (EPUB, KF8 (Amazon Kindle) &amp; PDF</li> <li>iv. Mobile only version: .mobi format</li> </ol> </li> <li>c. Hosting on Board's official website</li> <li>d. Uploading the e-book/mobile version to free online libraries</li> </ol>	
20	<ol style="list-style-type: none"> <li>f. Social Media Optimization and related activities</li> <li>g. Submission of Tea File Digital Version into online directories</li> <li>h. User Response Management for twelve calendar weeks after release of each issue</li> <li>i. Submission of Quarterly Progress Report to Tea Board</li> </ol>	

2.	Production of Additional Page for all the formats desired (optional) <ol style="list-style-type: none"> <li>a. Online newsletter:</li> <li>b. Email version: HTML Mail version</li> <li>c. E-book version (EPUB, KF8 (Amazon Kindle) &amp; PDF</li> <li>d. Mobile only version: mobi format</li> </ol>	
----	--	--

## GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL QUOTATIONS

Sealed technical and financial quotes in separate envelopes are required to be submitted for above mentioned items mentioning the name of the item on the each envelope, within the due date. The bidder may note that conditional quotes are not allowed and shall be liable for rejection summarily.

Cover 1: Technical Quotations: Superscribed the subject on **“Technical Quotations for Tea File ” to include the following documents:**

- a. Details of the Agency:
  - i. Profile of the company/agency
  - ii. Track Record for 5 years – previous experience of handling similar nature of work. Proofs of the work has to be submitted with the quotations.
  - iii. Turnover of the applicant agency for the last 3 financial years (2013-14, 2014-15 and 2015-16). Copy of the CA Certificate should be attached.
  - iv. Self attested photocopies of latest Income Tax Returns for the last 3 years (2013-14, 2014-15 and 2015-16) and self attested photocopy of the PAN/TAN Card.
  - v. A self certified undertaking has to be submitted mentioning that they have not been blacklisted by any government organization and the same is not applicable as on date.
  - vi. Printouts and web links of earlier works undertaken for similar kind of activities.

Cover 2: Financial Quotations: Superscribe the name

**“Financial Quotations for Tea File”**

To include the following documents/details:

1. The Financial Quotation should be in Indian Rupees only excluding all taxes and the taxes should be clearly mentioned separately. However, total value of the quote shall be taken as inclusive of taxes.
2. Selected vendor has to submit a Performance guarantee of 10% of the total quoted amount for one year which may be renewed with the extension of the contract.

The outer sealed cover containing cover 1 and cover 2 as indicated above should be superscribed with **“Technical and Financial Quotations for Tea File”** and should have the full name, postal address, phone, fax, and e-mail, of the bidder.

22 Tea Board reserves the right to:

- a) Copy right of the digital newsletter.
- b) Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on the part of Tea Board.
- c) Suspend the project, cancel the contract with the selected party in part or in the whole at any time if in the opinion of the Tea Board it is necessary or expedient in the public interest. The decision of the Tea Board shall be final and binding in this regard. Tea Board shall also not be responsible for any damage or losses caused or arise out of aforesaid action.
- d) Modify terms and conditions of the contract, which shall be granted to the successful bidder after the tendering process, if in the opinion of the Tea Board, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the Tea Board shall be final and binding in this regard.
- e) For interpretation of any clause of this document, the decision of Tea Board would be final and binding on the bidder.
- f) Tea Board may invite the bidder fulfilling the prescribed requirements for making presentations on the basis of technical Quotations and the quality of work provided, to select the vendor.
- g) Initially the selection of vendor will be for one year. However, the contract may be extended upto three years on the basis of satisfactory work and report of the concerned division.

23 Selection procedure

A Committee in Tea Board will carry out a preliminary screening of the bidders and will shortlist the bidders fulfilling the prescribed requirements. Financial bids of shortlisted bidders will be opened by the Selection Committee members.

8. Terms of Payment

- (a) a) No advance will be paid before commencement of the project. In the initial phase, the selected Agency will have to submit a prototype. After the prototype is approved by Competent Authority of Tea Board, the project can start.  
Payment will be released on quarterly basis after the timely release of issue and subject to submission of satisfactory performance report by the concerned division of Tea Board
- b) Selected vendor has to submit a Performance guarantee of 10% of the total quoted amount for one year which may be renewed with the extension of the contract.

24 Force-Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non- performance or delay in performance provided the

contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the SECRETARY, Tea Board as to whether the service may be so resumed (and the time frame within which the service may be 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 30 days either party may, at his option terminate the contract.

## 25. Arbitration

All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in Kolkata. Both the party shall make all effort to resolve any dispute by way of reconciliation. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to sole arbitration of

the SECRETARY, Tea Board and the decision given shall be binding on the parties. The provisions of Indian Arbitration & Conciliation Act 1996 shall apply on both the parties. The venue of the arbitration proceeding shall be the office of Tea Board or such other place as the SECRETARY, Tea Board may decide. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the SECRETARY, Tea Board.

## 26. Submission of Quotations

Quotations neatly typed on company's letterheads shall be submitted by the tenderer with supporting documents in a sealed envelope in the following manner. Hand written Quotations will not be accepted.

Envelope I : Containing Annexure I (Technical Quotation) duly filled in with supporting documents. The envelope should be sealed and marked as "**Technical Quotations for Tea File**".

Envelope II : Containing Annexure – II (Financial Quotations) duly filled in for the Quotation value in Indian Rupee including/ excluding all taxes for the same. The envelop should be sealed and marked as for "**Financial Quotations for Tea File**".

Envelope- III : Envelopes I & II should be kept inside the Envelope – III and again sealed. The name of the tenderer should be clearly written with full address, Tel: nos., E-mail on the Envelopes (I, II & III). This Master Envelope should be marked as "**Technical and Financial Quotations for Tea File**" shall be submitted/ sent to Secretary, Tea Board at the address mentioned below.

## 27. Performance Assurance

If performance of the agency is not up to the mark or is less in any of the deliverances/the measurable output is less than envisaged as per scope of work, then amount of performance guarantee will be retained by Tea Board.

The bidder has to bear all the costs associated with the preparation of the documents and presentation.

The Secretary  
Tea Board India

## GENERAL CONDITIONS OF CONTRACT

### 1 DELAYS, LIQUIDATED DAMAGES:

5.1 In case of extension in the Delivery, 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	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work	7.5 %
4.	Delay exceeding three fourth of the prescribed period / completion of work	10%

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

1.2 If the firm requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the bidder.

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

#### 1.4 Forfeiture of Performance Security

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

1. When the terms and conditions of contract is breached.
2. When the bidder fails to 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 security deposit. The decision of the Tea Board in this regard shall be final.

## **PERFORMANCE SECURITY BOND FORM**

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

WHERE THE TEA BOARD accepted the tender of M/s ..... (hereinafter called the Agency) to supply the TEA BOARD..... as per Contract No. TENDER NO. 20(11)2014/PROM Dated..... (hereinafter referred to as the said contract)

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

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

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

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



4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the services have been delivered to TEA BOARD, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Agency and a No Demand Certificate submitted to this effect by the Agency.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 12 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 12 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 12 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 12 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the Agency or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the Agency and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the Agency or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the Agency or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words) .....Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

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

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

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

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

Subject: Authorization for attending Bid opening on ..... in the tender at Tea Board Kolkata for designing, preparation and management of Tea File, the web based quarterly newsletter of Tea Board India, in digital format on behalf of \_\_\_\_\_.

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

Order of preference	Name	Specimen Signature
I		
II		

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

Signature of Bidder

Or

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

Note:

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

Notes:- The bidder understands that :-

1. Rates quoted are inclusive of all prevailing taxes.
2. The bid will be evaluated on the basis of total price as quoted.
3. Rate as quoted above and if approved will form the unit costs for arriving at the total cost of works, assigned to the approved agency as per the job requirement and budget availabilities with Tea Board for the said work.

Signature of Tenderer with Seal

