



Tea Board of India
North Eastern Zonal Office,
P.O.: Cinnamara, Jorhat -785008
Assam

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SEALED TENDER BASED AUCTION SALE NOTICE

Reference No. TB/JOR/SaleNotice/01

HIGHLIGHTS:

Type of Assets for sale	Bought Leaf Tea Manufacturing Factory
Seller	Tea Board, N. E. Zonal Office, Cinnamara, Jorhat-785008, Assam
Last date for submission of Bid/Tender	22 Feb 2013, 3 PM
Contact person of the seller(For facilitating inspection only)	Rituraj Hazarika, ADTD-9435514647, Ranjan Das, DDTD-9435080801, Rakesh Saini, ED-9435049912
Inspection	08-09 Feb 2013 , By Prior Appointment Only
Sale Process	Auction by inviting sealed tender
Location of Asset	Lahdoi Tea Factory under Lahdoi Small Tea Growers Co-operative Society. Address: Dabolu Habi Gaon, PO Nagahat PS: Charaipung District: Sivasagar, Assam
Earnest Money Deposit (EMD)	Rs. 5,00,000.00 (Rupees Five Lacs only)
Payment	E.M.D. shall be made only by a demand Draft/Pay Order drawn in favour of "Tea Board, N.E Zonal Office" payable at Jorhat to be submitted to Tea Board on or before 22 Feb 2013, 3 PM. All the instalments of the sale value shall be made only by a demand Draft/Pay Order drawn in favour of "Tea Board, N.E Zonal Office" payable at Jorhat.
Website Address	www.teaboard.gov.in

DETAILS:

Offer are invited in sealed cover for purchase of the assets described here-in-after with EMD only way of Pay Order/ Demand Draft . This auction by sealed tender is open to all participants fulfilling the criterion mentioned in this sale notice, her-in-after:-

All the assets described here-in-after in possession of Authorized Officer, Tea Board of India are available for sale on "As Is Where is Basis" and on "No Complaint Basis". All the participants are requested to peruse the Participation terms, Payment terms, lifting terms and other terms and conditions before participating in the tender.

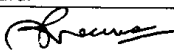
Type of asset for sale	Bought Leaf Tea Manufacturing Factory, Registered with Tea Board , with land, building and installed machineries .
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Asset Name and Address:	Lahdoi Tea Factory under Lahdoi Small Tea Growers Co-operative Society. Address: Dabolu Habi Gaon, PO Nagahat PS: Charaipung District: Sivasagar, Assam
Total Land area:	0.40 hact OR 3 Bigha, 0 Katha , 0 Lucha. Patta No. 75, Dag No. 278, (1B-OK-9L), 280 (1B-OK-11L) and 387 (OB-4K-OL), Under Goan Panchayat, Connected by Metal Raod , 20 KM from nearest town (Sonari) and 5 KM from nearest Market (Sapekhathi). Electricity and Water (deep Tube Well) available.
Total Existing Building Structures:	<ol style="list-style-type: none"> 1. Factory building having a plinth area of 11250 Sq. ft and 9520 Sq. ft is in an Assam Type house, Constructed in 1998. 2. Unloading shed: - Open area having plinth area of 1890 Sq. ft. 3. Withering Trough space: - (at first floor)-This is steel platform having an area 8532 Sq. ft, within the factory building. Constructed in 1998. 4. Back Side Shed: This is CGI Sheet covered sloppy roof shed having plinth area of 2205 Sq.ft, constructed in 1998. 5. Gas Control Shed: -Open CGI sheet covered shed in deteriorated condition. 6. R.C.C Office Building: Office building having a plinth area of 1216 Sq. ft. 7. Steel Stair Case: Steel framing stair case leading to withering trough in deteriorated conditions. 8. Green Leaf Lifting Frame: Part of the frame is standing in deteriorated condition. 9. Steel Gates: Two Nos. of steel gates fixed at boundary wall at two main entrances in deteriorated conditions. 10. Gas Connecting Line: Only a portion of gas connecting line is in position. 11. Factory Boundary Wall: The wall in plinth is 10" thick constructed in 1998
Infrastructural Facilities:	Electricity, Water(deep tube well) and Gas Connections (Requiring extensive repairs and re-connections)
Movable Plants and Machinerries:	As per Annexure "A"
Tea Board's Registration No. (Under TMCO-2003)	RC-1508 : (Remarks : In case the successful bidder intends to operate the factory as a Bought leaf Tea factory, he/she will have to get the change in ownership registered in his /her name by paying the requisite fee (Rs. 25000.00) to the Tea Board.
Other Permissions /Licences/ Clearances	The factory was having all other requisite permissions/ Registrations/ Licences required for operation of a BLF, (Except registration with FSSAI) before its closure. In case the successful bidder intends to operate the factory as a Bought leaf Tea factory, he/she will have to get the renewals/change in ownership registered in his /her name by paying the requisite fees to the Appropriate Authorities.
Statutory and other known liabilities:	<ol style="list-style-type: none"> 1. The information furnished here is of relevance only if the successful bidder intends to operate the factory as a Bought

	<p>leaf Tea factory.</p> <p>2. At the time of the closure of the factory the previous owners (i.e. M/S Lahdoi Tea Growers's Co-operative Society Limited) was having (known to Sellers) liabilities as follows:</p> <p>(a) Central Excise Deptt: Rupees 0.58 Lakhs</p> <p>(b) Assam Gas Company Limited(Gas Supplying Agency) : Rupees 1.65 Lakhs</p> <p>(c) ASEB (OR its Subsidiaries Distribution Company) : Rupees 8.5 Lakhs.</p> <p>Note: The figures are indicative and approximate, as are known to the sellers, and pertains to the time of closure of the factory. The seller is in no way responsible for correctness of these figures. The interested parties are advised to approach all the concerned departments and agencies and make their own assessment of the present day liabilities, dues, penalties, interest etc that may be payable to various departments / agencies to restart operations in the factory as a Bought leaf Tea factory.</p>
Inspection:	<p>The property can be inspected on 08.02.2013 OR 09.02.2013 By Prior Appointment Only from 11.00 AM to 2.00 PM. Prior intimation may be given to Authorised Officers for inspection. The bidders are advised to inspect the property before bidding. Irrespective of the fact if the prior inspection is carried out or otherwise, it shall be assumed that the bidder has carried out the inspection and made himself/herself well aware of the conditions of the assets and No Complaint/Representation in this matter shall be entertained later.</p> <p>The cost incurred in the inspection of the property shall be borne by the prospective bidders.</p>
TERMS & CONDITIONS :	
Participation Terms:	<p>Pre-Bid Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees Five Lakhs Only) (Refundable for unsuccessful bidders and Adjustable in the payment of last and Final instalment for successful Bidder) in the Form of Pay Order / Demand Draft in favour of " Tea Board, N.E Zonal Office" and payable at Jorhat (Assam).</p> <p>This EMD shall be furnished in a separate sealed cover Marked "EMD by _____(Name of Company, Firm , etc) for purchase of Lahdoi Tea Factory" so as to reach the Tea Board , N.E Zonal Office on or before the Bid Closing Date and Time. The Bid/Offer of only those participants, whose EMD is found proper and valid shall be opened. In case the EMD is not furnished, OR furnished of lesser value OR furnished through other than acceptable instruments, the Bid/offer shall not be opened and returned to bidder in the same condition, in which received.</p>
Refund of EMD:	<p>For un successful bidders the EMD shall be refunded within 7 working days of opening the tenders. For successful bidder, EMD would be adjusted against payment of bid amount (Last & Final instalment).</p>
Auction Process:	<p>The auction shall be conducted by inviting sealed Bid tender. (Bidders are advised to quote their best price in the First Offer itself. There shall be no negotiation with the highest on any other bidder. No</p>

	second chance to revise the offer shall be given to any bidder.)
How to submit the tenders	<p>The interested bidder may download the tender form from Tea Board website, (www.teaboard.gov.in) OR (www.teaboardguwahati.com) . or may obtain the form from any of the Board's Office in North East. The tender shall be submitted in two separate sealed envelop. First sealed envelop (smaller size) should contain EMD and Marked "EMD by _____(Name of Company, Firm , etc) for purchase of Lahdoi Tea Factory".</p> <p>Signed(on each page of tender) and complete tenders should be put in second envelope (separate larger size) and the envelope should be sealed and super scribed with "OFFER FOR PURCHASE OF LAHDOI TEA FACTORY By _____(Name of Company, Firm , etc)".</p> <p>Both these envelop may be stapled or tagged together.</p> <p>The envelopes should be submitted to Executive Director, Tea Board, NE Zonal Office, PO: Cinnamara, Jorhat, assam 785008 on or before 22 Feb 2013 before 3.00 PM.</p>
Opening of Tender	<p>Tender shall be opened in two phases on 22 Feb 2013 at 3.15 PM. First, all envelops containing EMD shall be opened. The second envelop containing Bid/offer of only those bidders, whose EMD is found proper and acceptable shall be opened on 22 Feb 2013 at 4 PM.</p> <p>Interested bidders may be present during the Bid opening process.</p>
Venue of Opening of Tenders:	Tea Board, NE Zonal Office, PO: Cinnamara, Jorhat, Assam 785008.
Rejection of Tender:	Tenders not received in prescribed tender form or incomplete in any respect or unsigned or nor accompanied by DD/PO for the requisite EMD are liable to be summarily rejected
Type of Offer:	The Offer shall be submitted on the basis of Lump sum payment of the entire Bid amount. No break ups are required.
Selection of Best Offer:	The highest Lump sum amount quoted shall be considered as Best offer.
Negotiation:	There shall be no negotiation with the highest or any other bidder in any form whatsoever. The highest Lump Sum quoted shall be considered as Last and Final offer. The participants are therefore advised to offer their best bid in the first instance.
Payment Terms:	<p>Sale is subject to confirmation by the Authorised Officer of Tea Board. Payments to be deposited with the Tea Board N.E Zonal Office. Jorhat as per the followings:-</p> <p>First Instalment: The successful bidder/purchaser shall have to pay 25 % of the sale value within 5 working days from the date of issue of Bid acceptance letter.</p> <p>Second Instalment: 25 % of the sale value to be paid within 10 working days of the payment of the first instalment.</p> <p>Third & Final Instalment: Balance 50 % of the sale value Minus (-) Rs 5,00,000.00 (EMD) to be paid within 15 working days of the payment of second instalment.</p>
Forfeiture:	In the event of default in payment of any of the above instalments, full or any part thereof, within the prescribed period, the amount deposited till then shall be forfeited and the Tea Board will be at liberty to sell the property to the second highest bidder or once again (as per Tea Board's sole discretion) and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum already paid towards purchase thereof. It is also clarified that the Tea Board will continue to have lien over the Assets till all the instalments are received from the successful Bidder.

Applicable Taxes & Duties:	<p>The bids are to be placed exclusive of taxes and duties <i>the winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material/handling over of assets and Tea Board would not be liable for taxes in any manner, whatsoever.</i></p> <p><i>Applicable taxes and duties are to be ascertained by the Bidder against each item in the material list.</i></p> <p>All expenses relating to Stamp Duty, Registration Charges, Transfer Charges and any other charges in respect of the registration of the Sale Certificate for the above referred property (ies) shall be borne by the successful bidder.</p>
Bid Validity :	<p>The bids quoted in auction <i>procedure will</i> be valid till one calendar month of the date of opening of the Bid.</p> <p>No persons other than the intending bidders themselves, or their duly Authorized representative shall be allowed to participate in the auction/sale proceedings.</p> <p>The Tea Board reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion.</p> <p>Customers must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the sealed tender .There is no provision for putting bids in decimals. The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid submitted by him) customers must always ensure to keep their e-mail address valid and alive and intimate their Fax Numbers for facilitating faster communication through E Mail and Fax.. It is the responsibility of the customer to verify the status of their bids and check their e-mails /Fax to pay the security deposit in terms of these presents. In case of any difference in the quoted amount in figures and in words, the figure quoted in words shall be treated as final.</p>
Arbitration Clause:	<p>Dispute or differences arising out or relating to this Agreement shall be resolved <i>through amicable mutual discussion</i>. Failing such amicable resolution of dispute / differences either <i>of the party</i> may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Chairman, Tea Board. The award of the Arbitrator shall be final, binding and conclusive on the <i>parties hereto</i>. The venue for arbitration shall be Jorhat. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.</p> <p>Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.</p> <p>Jurisdiction: The Court at Guwahati shall have exclusive jurisdiction <i>on any of the terms touching upon any subject matter of this agreement.</i></p>
Miscellaneous	<ol style="list-style-type: none"> 1. Tenders with conditional offer would be considered as invalid 2. Any form of canvassing would be a disqualification 3. Sale of the secured assets mentioned here-in-after is for recovery of secured debts of Tea Board.


Authorised Officer

TENDER FORM

To,
The Executive Director
Tea Board, NE Zonal Office
PO" Cinnamara
Dist: Jorhat, Assam 785008

REF.

I/We, the tenderer/s, do hereby state that, I/we have read the Sealed Tender based auction notice Document and the terms and conditions of tender and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the assets as appearing in the Tender-cum-auction Document is as under:-

1. Name of the Tenderer

(In case of company/firm, also
give names of key
Directors/Partners.)

2. Name of the unit with location

(for which tender is being
Submitted)

**3.Lump sum Amount (both in figures and
words)**

(In Figures) : _____

(in Words) : _____

1. I/We further declare that I/We intend to purchase the above referred assets From Tea Board for our own use / business and that the information revealed by me/us in this **Tender Form** is true and correct to the best of my/our knowledge and belief.
2. I/We agree that if any of the statement / information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by Tea Board and the Tea Board is at liberty to annul the offer made to me/us at any point of time.
3. I/We agree, in the event of acquisition of the site and assets, not to engage in any activity of hazardous / prohibited items as specified by Government of India from time to time.
4. I/We also agree that after my/our offer given in my/our tender for purchase of the property is accepted by Tea Board if I/We fail to accept the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified

in the offer letter for any reason whatsoever and / or fail to fulfil any/all the terms and conditions of the tender and offer letter, the Earnest Money Deposit or whole of the amount paid by me/us as the case may be, along with the tender is liable to be forfeited by SIDBI and that SIDBI has also a right to proceed against me / us for specific performance of the contract.

5. I/We also agree to submit the documents required by Tea Board for my identification and proof of residential address or any such other document(s).

Yours faithfully,

Signature of the tenderer /Authorised Signatory
(M/s. _____)
Rubber stamp of the company/firm]

Enclosures : (i) DD/Pay Order No. _____

Dated _____

Drawn On Bank _____

Payable at _____

(ii) **A copy of the tender-cum-auction document duly signed by the tenderer on every page.**

Name of the tenderer

Address Office

Residence

Contact details

Tel. Office _____ Mobile No. _____ Fax No.

Residence _____ e-mail id : _____

Annexure A

List of Major Machinery at Lahdoi Co-Operative Tea Factory as on 30.09.2011

Sl No	Name of machinery/Item	Qty	Make/Model	Remarks
1	Diesel generator set 180 KVA	1 no	Kirlosker	Battery not found
2	Electrical Distribution Panel Board	1set		
3	Leaf hoist	1 no		For loading leaf to trough
4	Withering troughs	4 nos	8532 sq ft	
5	Axial flow Fans	12 nos	Falcon	With attached motor
6	DF heater Shell	1 no	Marshall	Withering troughs
7	Falcon Centrifugal Fan	1 no	Falcon	
8	Rotorvane 15"	1 no	Trivanee	
9	CTC machine 36'	1 no	Kaizen	6 rollers in loose condition
10	Mobile Crane for CTC Roller	1 no	T & I	
11	Shaftless Ghoochie	1 no	Local Fabrication	
12	CFM	1 no	Majestea	
13	Canopy with Humidification system	1 no		Canopy is bamboo made. Atop CFM
14	6' Marshall quality Drier with DF Heater and Accessories	2 set	Marshall	
15	Platform weighing machine (300 kg capacity)	1 no		Without display panel
16	Welding machine	1 no		
17	Drilling Machine	1 no		
18	Electrical Blower	1 no		
19	Bag Closing Machine	1 no		
20	TD oil Tank	1 no		
21	Hobro Sorting System	1 set	M/s C M Ho & Co	

Notes:

1. The roof of building is in damaged condition
2. The factory was set up in 1998 and is in closed condition since 2004. The exact running condition of the factory machinery is not known