



BID DOCUMENT

TENDER FOR ENGAGEMENT OF AGENCY/CONTRACTOR FOR DAY TO DAY OPERATION AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF 2 X 80 TR CENTRAL AC PLANT AT TEA BOARD, KOLKATA.

TENDER NO. 05/Security/2014

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TEA BOARD OF INDIA
14 B.T.M. Sarani, Kolkata-700 001

SECTION-I

NOTICE INVITING TENDER

Office of issue : Secretary , Tea Board, Kolkata
Tender No : TENDER NO. 05/Security/2014
Tender Document : Details are given below
Due date/Time of receipt : **03.09.14**----- at 1500 Hrs.
Opening date/ time : **03.09.14**-----at 1600 Hrs.

Sealed tenders are invited on behalf of the Chairman, Tea Board by the Secretary from reputed agencies/contractors/service providers for providing comprehensive annual maintenance, day to day operation and up gradation of 2x 80 TR AC plants at Tea Board, Kolkata. The estimate should include cost of operation of plants, repairing and maintenance charges of compressor, condenser cooling towers, pump motors and other parts/components associated with the central AC plants per year. If any up gradation is required to operate the plants efficiently then the cost of up gradation is also to be mentioned separately. For knowing more details about the central AC plants Technical Advisor may be contacted during office hour on Monday, Wednesday and Friday. The sealed tender along with the terms and conditions for tender duly signed by the contractors should be addressed and submitted to the Secretary, Tea Board, 14, BTM Sarani, Kolkata-700001 before 3 PM on 03.09.2014. The tender will be opened on the same day at 4 PM in the presence of the willing quotes.

Eligibility of bidder:

Indian companies, Partnership firm/sole Proprietary firm who are duly registered with the concerned authority and whose annual turnover in the last 3(three) financial years were more than Rupees twenty lakh per each annum are eligible to participate in this tender. Further, the bidder should have the capability, experience and authorized expertise manpower in maintenance of similar or bigger size of central AC Plant on AMC basis.

Estimated cost of the work is Rs.8.26 lakh per annum (Rs. Eight lac twenty six thousand only per annum) inclusive of Service Tax @ 12.36%. Bid Security (EMD) shall be Rs. 16,520/- (Rupees sixteen thousand five hundred twenty only) i.e., 2% of the Tender Value payable in the form of Demand Draft in favour of "Tea Board, Kolkata" at the time of submission of tender.

Tender Form should be downloaded from the website of Tea Board (www.teaboard.gov.in). A Demand Draft of Rs.1000/- (Rupees one thousand only) in favour of Tea Board payable at Kolkata is to be deposited along with the tender document (Technical bid) as cost of the tender form and submitted to The Secretary, Tea Board ,14, B T M Sarani Kolkata-700001

The mode of evaluation of tender will be in two bid norms, such as Technical bid and Financial bid. Only Technically qualified bidders' financial bid will be opened and evaluated for further scrutiny.

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

- | | | | |
|----|--|-----|--------------------------------------|
| 1. | Name of the Bidder Firm/Company | : | |
| 2. | Address | : | <hr/> <hr/> <hr/> |
| | Telephone No. | : | Office
Residence
Mobile
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. | Details of Experience | : | |
| 8. | Details of Technical Personnel | : | |
| | Name | Age | Qualification/s |

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

Name:

Signature
(Capacity in which signed)

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "TEA BOARD" means Tea Board 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 providing the vehicles and services under the contract.
- e) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- f) The order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

2. ELIGIBLE BIDDERS:

a). The eligible bidder shall be an Indian Company/partnership firm/proprietary firm having annual turnover more than Rs.20 Lakh (Twenty Lakh) per each annum for the last three years. The bidder should have experience and expertise manpower in maintenance of central AC Plants of total capacity 160TR and above with individual plant capacity of 80TR and above. The bidder must have the service centre for maintenance of central AC plant at Kolkata.

Bids not confirming to these conditions will be rejected outright.

3. COST OF BIDDING:

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

4. BID DOCUMENTS:

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
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 goods being offered in the tender shall be specified in the technical bid and the brochure of the equipment being quoted shall be enclosed. 10. Turnover Certificate of Minimum Rs. 20 Lakh. 11. Bid Form 12. Other documents asked for in the tender form 13. Any other document as the bidder may wish to submit in support of the bid.	1. Price Schedule 2. Performance Security Bond Form 3. Any other document as the bidder may wish to submit in support of the bid. NOTE: The price schedule should be as follows: a) Establishment cost: Rs.----- b) Cost of spares & repairs, i.e. compressors, chiller, pump motors, cooling towers, other equipments: Rs.----- c) Thorough cleaning of air duct by opening air grill of each and every floor: Rs.----- d) Repairing and servicing of compressors, chiller, pump motors, cooling towers and other equipments: Rs.----- e) Contingency: Rs.-----

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

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which is received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

The prospective bidders may attend the PRE-BID MEET on 01.09.2014 (date) at 3 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.

6. AMENDMENT OF BID DOCUMENTS:

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

- 6.2 The amendments shall be notified in Writing or by Telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

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

I. Technical bid, which shall contain:

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

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

8. BID FORM:

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

9. BID PRICES:

9.1 Prices indicated in the price schedule shall be entered in the following manner:

- (i) The price of the service, and other statutory taxes payable by the bidder.
- (ii) The bidder shall quote as per price schedule for all the service given in the schedule of requirement.

9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

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

9.4 The price approved by the purchaser for procurement will be inclusive of levies and taxes.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for more than Rupees 20 lakh.
- (v) Certificate in respect of capability and experience

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

10.2a. To judge the financial capabilities, the firm shall furnish balance-sheet and profit and loss account showing turnover.

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

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

11. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract.

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

(a) A detailed description of the service, essential technical and performance characteristics.

(b) A clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. The Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

12. BID SECURITY:

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, Bid Security (EMD) shall be Rs. 16,520/- (Rupees sixteen thousand five hundred twenty only) i.e., 2% of the Tender Value payable in the form of demand draft in favour of "Tea Board, Kolkata" at the time of submission of tender. The bidders who are registered with National Small Scale Industries Corporation (NSIC) under Single Point Registration Scheme may be exempted from bid security. A valid proof regarding current registration with NSIC for the Tendered Item will have to be attached along with the 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 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.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or

(b) In the case of a successful bidder, if the bidder fails

i) to sign the contract in accordance with clause 28, or

ii) to furnish performance security in accordance with clause 28.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. ***A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.***

13.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING BID:

14.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly super scribing the name on the envelopes.

14.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or pvc tape sealed).

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MAKING OF BIDS:

15.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

15.2 The inner and outer envelopes shall be:

(a) Addressed to the purchaser on the following address:

Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.

(b) Bearing the tender number and the words 'DO NOT OPEN BEFORE. 03.09.2014 (due date).

(c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

- (d) Tenders shall be dropped in the Tender Box at 8th Floor, O/o Tea Board, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

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

16 SUBMISSION OF BIDS:

16.1 Bids must be received by the stipulated date and time as specified (03.09.2014 at 15.00 hrs).

16.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

17 LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16 shall be rejected and returned unopened to the bidder.

18 MODIFICATION AND WITHDRAWAL OF BIDS:

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

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by TELEX/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1600 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).

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

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

20 CLARIFICATION OF BIDS:

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

21 PRELIMINARY EVALUATION (TECHNICAL BIDS):

- 21.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate/attend the financial bid.
- 21.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the 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/services offered inclusive of all taxes and levies, installation/commissioning charges.
- 22.3 The tender will be evaluated based on the total quoted price for all types of cost such as establishment, spares and repair, provision for replacement of components, cleaning and contingency 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 quality services specified in the schedule of requirements without any change in other terms and conditions.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:

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

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

28. SIGNING OF CONTRACT:

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

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

29. ANNULMENT OF AWARD:

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

30. QUALITY ASSURANCE REQUIREMENTS:

➤ The supplier shall ensure Quality of items supplied and services provided. All the equipments/items supplied should be from the original manufacturer. In case any equipment/ item is not available with the original manufacturer then the similar equipment/item to be supplied should be a standard one conforming with the standard maintained by the CPWD for this type of equipment/item. No sub-standard equipment/item will be accepted.

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 is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (iii) Clause 2 & 10 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Clause 11.2 (c) of Section II – If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- (v) Section III – 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.

“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,

SECTION III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Goods/Services.

2 STANDARDS:

The services rendered 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 service provider shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of service provider's receipt of the work order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- 4.3 The performance Security Bond shall be in the form of 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 service provider'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 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 goods/services and documents shall be made by the Service provider in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and the goods shall remain at the risk of the service provider until delivery has been completed. The delivery of the services/equipment shall be to the ultimate consignee as given in the work order.
- 6.2 The Delivery of the services/ goods and documents shall commence immediately on placement of work order and be completed within one month.
- 6.3 All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the bidders at no extra cost

7. INCIDENTAL SERVICES:

- 7.1 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 goods.
 - (b) Furnishing of tools required for assembly and/or maintenance of supplied goods.
 - (c) Performance of supervision or maintenance and/or repair of the supplied goods, 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.

8. WARRANTY:

- 8.1 The contractor shall warrant that the stores 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 contractor shall be responsible for any defects that may develop under the conditions provided by the contractor 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 stores are faulty. This warranty shall survive inspection or payment for and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, one Year after the stores have been taken over under clause 5 above.
- 8.2 Replacement under warranty clause shall be made by the contractor free of all charges at site including local taxes/duties, freight, insurance and other incidental charges.
- 8.3 Contractor will modify the existing equipments/system for new technology on cost basis.

10 PAYMENT TERMS:

10.1 Payment of the services provided as mentioned in the Price Schedule will be made every month after raising a proper bill along with a satisfactory report submitted by the service provider and certified by the authorized person of the Tea Board.

For claiming bill the following documents are to be produced before paying authority whenever required.:

- 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 Insurance receipt/Policy copy

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

(ii) No payment will be made for goods rejected at site on testing.

11. INSURANCE:

The goods shall be got insured by the contractor up to a minimum period of 30 days after the store is delivered to the consignee. The supplier will be responsible till the entire quantity of the goods 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 goods at the destination, notify the contractor of any loss or damage to the goods that may have occurred during transit. The period of insurance covered will be indicated by the contractor 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 goods should, on no account be dispatched and delivered without Quality Assurance Certificate from the manufacturer.

12. PRICES:

- i) a) Prices charged by the supplier for Goods delivered and services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid.
- b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices.
- ii) (a) Price once fixed will remain valid for the period of delivery. Increase and decrease of taxes/duties will 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 WORK 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 Goods to be furnished/services to be rendered 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 service provider.

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

14. SUBCONTRACTS:

The service provider 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 service provider from any liability or obligation under the Contract.

15. TIME PERIOD OF WORK:

Within one month from the date of issuing the work order. The maximum limit of down time of the plant is 04 (four) hours. If the plant is not brought to serviceable condition within 04 hours time then a proportionate amount will be deducted from the bill/security deposit for the duration for which the plant was not functioning.

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

16.3 Delivery, Installation, Testing and Commissioning period may be extended with or without liquidated damages if the delay in the supply of services/ 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

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 service/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 Purchaser in this regard shall be final.

17 FORCE MAJEURE:

- 17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 17.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

18 TERMINATION FOR DEFAULT:

- 18.1 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 services/goods 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
 - (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, services/goods similar to those unattended/undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar services/goods. 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 agreement or in connection there-with except as to matter the decision of which is specifically provided

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

- 20.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 20.3 The venue of the arbitrator proceeding shall be the office of the Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

21. SET OFF:

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

Section IV

SPECIAL CONDITIONS OF CONTRACT

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

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the technical bids .
3. In case where the document of bid security is not submitted in the manner prescribed under clause 3(i), above, cover containing the commercial, 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 service provider shall:
 - i. Supply all the components as required and mentioned in schedule of requirement in the tender document as to run the plants effectively/efficiently and maintain the central AC plant smoothly through out the contract period.
 - ii. Install, test and commission all the components and spares associated with the central AC plants as per the details given in Annexure I "Scope and Description of Work".
 - iii. Operation 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 AC plant for 12 months after successful validation and shall demonstrate the operation and maintenance as per specifications to the person authorized by the Tea Board.

EXPERIENCE: The eligible bidder shall be an Indian Company/partnership firm/proprietary firm having annual turnover more than Rs.20 Lakh (twenty Lakh) per annum for the last three years. The bidder should have experience and expertise manpower in maintenance of central AC Plants of total capacity 160TR and above with individual plant capacity of 80TR and above. The bidder must have the service centre for maintenance of central AC plant at Kolkata.

ANNEXURE-I

SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

To engage agency which can provide services for day to day operation and **Comprehensive maintenance** of 2 Nos. 80 TR central AC plants at Tea Board, Kolkata under Annual Maintenance Contract.

Equipments included under the scope of work in contract

Sl. No.	Name of the item	Specification	Remarks
1	Compressor Make Capacity Quantity Gas	SMC 8-100 Accel Sevro 80TR 02 M-22	
2	Compressor Motor Make Capacity Quantity	Crompton Greaves 100 Hp 02	
3	Condenser Motor Make Capacity Quantity	Crompton 50 Hp 02	
4	Chiller Motor Make Capacity Quantity	Crompton 30 Hp 02	
5	Cooling Tower Make Quantity	F.R.P Paharpur 02	
6	Cooling Tower Motor Make Capacity Quantity	Crompton 7.5 Hp 02	
7	AHU, Blower Motor Make Capacity Quantity	Crompton 5 Hp 09	
8	Control Panels: Main Panel- 01 Central desk Panel-01 (Operation side)	Compressor Condenser Chiller Blower	

SCOPE OF WORK

A. Preventive Maintenance:

Monthly:

1. Routine inspection and maintenance works of both the plants are to be carried out on every Monday and Thursday.
2. All safety and indicating devices are to be checked up for their serviceability.
3. Current and Voltage measurements for both the plants in full load.
4. Routine inspection and maintenance of all electrical items like Switches/cables etc.
5. Cleaning of all the AHUs.
6. Cleaning of air filters and replacement whenever required.
7. Inspection of belts and adjustment/replacements if required.
8. Checking of AHU fan motors, impeller, impeller housing, shaft, bearing and replacement If required.
9. Recording of various readings and calculating tonnage of plants, calculating the cooling tower efficiency.
10. Cleaning the cooling tower.
11. Check up for possible leakages in the refrigeration System.
12. Checking of Electrical Panels.
13. Checking of cooling tower nozzles, sprinklers, cooling towers motors/fans and servicing/replacement if required.
14. Removal of scrape/garbage from the site, keep the plant neat and clean.

Quarterly:

1. Cleaning of AHU cooling coils.
2. Lubrication of bearings of motors and other machinery.
3. Tightening of V belts.
4. Cleaning of pot Strainers in water circuit.
5. Checking of safety control and switches/replacement if required.
6. Calibration of meters and gauges/replacement if required.
7. De-scaling of condensers.
8. Cleaning of contact switches, checking of relays, timer etc/replacement if required.
9. Cleaning of AHU outlet like diffusers, grills etc.
10. Removal of scrape/garbage from the site, keep the plant neat and clean.

Annual:

1. Overall maintenance of the plants and electrical systems during the period from 15th November to 14th February, from 15th February plant should be put into operation as usual.
2. Cleaning of micro Vee filters.
3. Cleaning of cooling coils.

B. Break down Maintenance

The contractor has to attend to the unscheduled service calls as and when required for locating the faults and rectify the same immediately.

C. General Conditions

1. No additional payment will be made for transportation of equipment from the Tea Board to the contractor's ware house or delivery of the materials to the Tea Board at any point of time.
2. The work of urgent nature should be attended immediately whether it is office hours or holidays for which no additional charges will be payable. If the contractor fails to maintain or to

carry out the repairs of any defect to the satisfaction of the office, then the office, in order to keep the AC Plants running will undertake the work for getting it done through outside agency and the cost incurred will be deducted from the contractor's monthly bill/security deposit.

3. All the compressors should be maintained in optimum condition. The compressors will be checked for proper functioning and defective spares will be replaced if necessary.
4. No item will be supplied by the Tea Board like, consumable oil, Refrigerant gas etc.
5. Items/equipment supplied by the contractor should be original and no additional charges will be payable for these materials at any point of time.
6. The contractor must ensure that all the spares and refrigerant gas are available in their stock to handle any break down without any delay.
7. The contractor shall make good all the losses occurred during servicing, overhauling, repairing and maintenance of plants.
8. It is essential that one technical person must be made available at the Tea Board from 9 AM to 6.30 PM every day for effective co-ordination, to attend fault analysis and trouble shooting.
9. The contractor should submit weekly reports about work done under AMC to the Technical Advisor.

D. Exclusions:

1. Every effort should be made by the contractor in servicing condenser and chilled water pumps and if they go beyond repair due to ageing they would be replaced and only the material cost will be borne by the Tea Board. The cost of labour will be borne by the contractor under AMC.
2. Works related to AHU sheet metal panels, base tray and thermal insulation materials will be provided by the contractor and payment may be made by the Tea Board but, the work to be carried out by the contractor under AMC.
3. Works related to sheet metal panels, water piping, cooling tower uprights, fills, cooling tower PVC panels- material will be supplied by the contractor against payment made by the Tea Board but, work will be done by the contractor under AMC.
4. Works related to ducting, duct lining, false ceiling and masonry/steel structure works.
5. Replacement of valves in cooling tower area but, effort should be made for servicing. The valve required for replacement will be supplied by the contractor against payment made by the Tea Board and work will be done by the contractor under AMC.
6. Replacement of Micro Vee filter in AHU. If replacement is necessary, the cost of the Micro Vee filter will be borne by the Tea Board but, work will be done by the contractor under AMC.
7. Replacement of electrical cables, incoming power supply switches.

TERMS AND CONDITIONNS FOR THE TENDER

- 1 The plants are to be operated during the week days from 9.30 AM to 6.30 PM from Monday to Friday and if required is to be operated on Saturdays and Sundays also without any extra cost. If the plants are not switched on by 9.30 AM then a penalty will be imposed for the progressive hours of duration in a month during which plant/s is/are not operated by deducting a proportional amount of money from the bill. At the same time if the plants are shut down before 6.30 PM then also a penalty will be imposed for the progressive hours of duration in a month during which plant/s is/are not operated.
- 2 The average ambient temperature of the rooms/places covered by the central AC should not cross the limit of 24°C and the relative humidity should be within the range of 40% to 60%. This specified temperature and humidity are essentially to be maintained throughout the contract period and should be the essence of the contract. Therefore, the specified temperature

and humidity must be maintained strictly otherwise the contract may be terminated.

- 3 The contract will be comprehensive in nature, that is including labour and material charge except for the “exclusions” defined (under scope of work). **No spare or any raw material will be supplied by the Tea Board.** However, electrical power supply and water would be made available. The up gradation cost if any has to be indicated at the time of accepting tender.
- 4 In case of any sudden shut down for urgent repair/maintenance during the contract period it should be communicated to the Secretary, Tea Board. Inordinate delay for more than 4 hours for putting the plant/s back in operation will attract penalty proportional to the time period during which it was under non operational. The penalty will be deducted after 4 hours of the down time period till the plant/s is/are back into operation. The quantum of penalty will be calculated by dividing the total amount of the contract value per annum by 2 to arrive the cost of maintenance of one plant per annum. The calculated amount which has been arrived again will be divided by 365X24 to find out the maintenance charge per hour for each Plant.
- 5 The preventive maintenance should be under taken from 15th November to 14th February each year under contract. Major overhauling of AHU, compressor etc. should be carried out thoroughly including painting wherever required during this period.
- 6 The old/unserviceable/defective components/parts must be certified by the contractor that these cannot be used further. In case any item certified by the contractor as unserviceable and later on it was found to be serviceable the Tea Board will not bear any cost against the item purchased to replace the reportedly unserviceable item certified by the contractor. The unserviceable items should be returned to the store along with the original bill of new components/parts which have been fitted in place of unserviceable items.
- 7 A performance guarantee security money @ 10% of the tender value is required to be deposited with Tea Board throughout the period under contract. Earnest money deposited by the successful tenderer will be adjusted against this amount and the balance of amount has to be submitted within seven days from the date of intimation, failing which this offer will be cancelled. After the expiry of contract period the security amount may be refunded to the contractor in case of non renewal of contract.
- 8 No advance payment will be made by the Tea Board. The payment will be released monthly on production of the pre-receipt bill in duplicate and the challans certified for satisfactory work by the Authorised Officer of the Tea Board.
- 9 The Nodal Officer of the Tea Board will be Technical Advisor who will coordinate supervise the work.
- 10 The Chairman, Tea Board reserves the right to accept or reject or cancel or modify any or all the terms and conditions in the Tender without assigning any reason whatsoever.
- 11 The components/spares/parts of the central AC plant which are required to be fitted/ replaced should be obtained from the original manufacturer. If any

components/spares/parts is not available then those can be obtained from the authorized dealer and should be in conformity with the standard specification wherever applicable or generally used/ adopted by the Central Public Works Department.

- 12 Tenders must give a compliance statement to all the points (terms and conditions) of the contract. No deviation/exemption shall be accepted.
- 13 The Tea Board will strictly adhere to the date and timings specified in the Tender for the purpose of issue/receipt of the Tenders as well as opening of the same. No relaxation will be given to any bidder in this regard.
- 14 After opening the Technical bids, if necessary a Technical team from the Tea Board may inspect the infrastructure of the bidder for verification and further necessary action.
- 15 The contractor shall be solely responsible for observation and implementation of labour laws in force.
- 16 The contractor shall be solely liable for compensation against any claim arising out of accident during the maintenance, repair and overhauling of the Plants.

**SECTION- V
TECHNICAL CONDITIONS OF CONTRACT**

Technical specifications for work/equipment are as below:

- *The temperature of the room and all other places covered under central AC must not cross the limit of 24°C and the relative humidity should be within the range of 40% to 60%.*
- *The components/parts/spares should be from the original manufacturers or authorized dealer in conformity with the specification standard maintained by the CPWD authority.*
- *The cooling gas to be used in the central AC plant as far as possible should be environment friendly.*
- *The cooling ducts are required to be cleaned every year for better flow of chilled air.*
- *During the preventive/annual maintenance of the plant from 15 November to 14 February every year, the blowers are to be operated for proper ventilation of the rooms.*
- *During the preventive/annual maintenance of the plants a thorough cleaning and overhauling of all the components has to be undertaken.*
- *Registers for recording operation and maintenance data are required to be maintained for day to day operation and also for preventive/annual maintenance and to be shown to the person authorized by the Tea Board for his comments. In case of any comment made by the authorized person the contractor has to comply with that.*
- -----(*As per work/equipment/services required*)-----
- -----(*As per work/equipment/services required*)-----
- -----(*As per work/equipment/services required*)-----
- -----

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 supply and deliver in conformity with said conditions of contract and specifications for sum of Rs.(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work 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 September 2014

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

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.

WHERE 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 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. _____
2. _____

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

1. _____
2. _____

Proforma for Letter of Authorization For Attending Bid Opening

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

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

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
I		
II		

Alternate Representative _____

Signature of Bidder

Or

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

Note:

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

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), TEA BOARD, O/o Chairman Tea Board Kolkata, a sum of Rs ----- (Rs. ----- Only), towards the refund of earnest money deposit paid in respect of the tender for ----- name of tender-----” against -----tender number-----
-----.

Date:

stamp)

Signature of Bidder
(on one-rupee revenue

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: _____

Section VIII
PRICE SCHEDULE (Financial Bid)

	Description of items	Qty Nos.	Total Price inclusive of ED/ST/Levy/Insurance/Octroi/Labour/Transportation/Tax etc.
	a) Establishment cost		In figures Rs..... In words Rupees
	b) Cost of spares & repairs, i.e. compressors, chiller, pump motors, cooling towers, other equipments		In figures Rs..... In words Rupees
	c) Thorough cleaning of air duct by opening air grill of each and every floor		In figures Rs..... In words Rupees
	d) Repairing and servicing of compressors, chiller, pump motors, cooling towers and other equipments		In figures Rs..... In words Rupees
	e) Contingency		In figures Rs..... In words Rupees
			TOTAL Rs.
			In figures Rs..... In words Rupees

Signature of the bidder along with seal.

WARRANTY CERTIFICATE

We warrant that every thing to be supplied for the purpose of services rendered 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 upto 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 goods but shall expire (except in respect of complaints of which the contractor has been notified prior to such date) 36 months after their successful installation and acceptance by the purchaser.

SEAL of supplier Enterprises

Signature.....
Name & address of supplier

Dated.....

Notes:

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit available under the MODVAT scheme introduced w.e.f.01.03.1986 and further extended on more items till date.
2. one year warranty is to be given on all the supplied items with effect from the date of commissioning.
3. Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of actual supply.

SEAL of supplier Enterprises

Signature.....
Name & address of supplier

Dated.....