

BID DOCUMENT



**TENDER FOR SUPPLY OF SCHOOL KITS TO THE SCHOOL
GOING CHILDREN FOR CLASS VIII & XI IN THE TEA
PLANATATION DISTRICTS OF NORTH EAST INDIA**

TENDER NO. NE-ZONE-JORHAT/SCHOOL-KIT/TENDER/01/2013

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TEA BOARD OF INDIA

SECTION-I

NOTICE INVITING TENDER

- 1.1 Office of issue : Executive Director (ED), Tea Board, N.E Zonal Office, Cinnamara, Jorhat-785008, Assam
- 1.2 Tender No : **NE-ZONE-JORHAT/SCHOOL-KIT/TENDER/01/2013**
- 1.3 Tender Document : For Supply of School Kits. Details are given below
- 1.4 Due date/Time of receipt : **19 / 04 /2013 -- at 10.00 AM.**
- 1.5 Opening date/ time : **19 /04 /2013 ---at 10.30 AM.**

1.6 Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for School kits, each having the following items, for the school going children of Class 8th and Class 11th of the Tea Plantation workers across the North East within sixty days from the date of issue of work order. The tender shall remain in force till the end of Financial Year 2013-14 i.e. till 31 March 2014.

- i) School bag
- ii) Water bottle
- iii) Umbrella.
- iv) Tiffin box.
- v) Geometry box

Note: All the above five items shall be neatly packed in a packet made of bio-degradable packing material. The packet shall contain Tea Board logo and printed with other details as described in Technical Specification (Section- II)

1.7: Total number for school kit requirements is approximately 20000 for North Eastern Zone, during the contract period (Up to 31 March 2014). In the first phase of supply a clear work order for 10000 Nos. shall be placed for delivery at various locations in North East within a time period of sixty days. The delivery of the school kit is required at the various Tea Board Offices in North East as under:-

Sl. No.	Tea Board Regional Office	Approximate Quantity of School Bags to be delivered (Subject to variation of +/- 20%)
1	Jorhat	2400 Nos.
2	Guwahati	450 Nos.

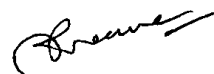
3	Dibrugarh	2750 Nos.
4	Tezpur	1250 Nos.
5	Silchar	1500 Nos.
6	Agartala (Tripura)	450 Nos.
7	Itanagar (Arunanchal Pradesh)	450 Nos.

1.8.: Subsequently, there will be requirement to cover all such school children who will get promoted from class 7th to class 8th. This contract arrangement will remain valid up to 31-03-2014. The Tea Board may at its sole discretion place another work order any time between July 2013 to 31 March 2014, for approximately 10000 Nos. (+/-20%) for delivery at one, more or all the seven locations indicated above. The quoted rate shall remain un-altered for the second work order also.

1.9.: Indian Registered companies, whose annual turnover in the last three financial years was more than Rupees 20.00lakhs (Rupees Twenty Lakh only) and have executed similar works (Minimum 3 contracts of above Rs. 5.00 Lakhs) are eligible to participate in this tender.

1.10: Earnest Money Deposit (EMD) shall be Rs. 20,000 (Rupees twenty thousand only) payable in the form of demand draft in favour of "Tea Board, Jorhat". EMD for unsuccessful bidders shall be refunded within 30 working days after opening of tender documents on receipt of written request and pre receipted bill. The EMD for successful bidders shall be retained by Tea Board as Bid Security till completion of the entire Contract. This shall be paid back to the bidder along with the completion letter, after adjustments of any dues or outstanding.

1.11: Tender Document may be downloaded from the site of Tea Board (www.teaboard.gov.in), and a DD of Rs. 1000/- (non-refundable) in favour of Tea Board payable at Jorhat, must be attached with the Technical Bid of tender as the cost of tender document.



Executive Director,

Tea Board, N.E Zone Jorhat

SECTION II

SCOPE & DESCRIPTION OF WORK AND TECHNICAL SPECIFICATIONS

2.1.: INTRODUCTION: Tea Board of India intends to procure and distribute (free of cost) the following items for the school going children of the Tea Plantation workers across the North East within sixty (60) days from the date of issue of clear work order.

- i) School bag.
- ii) Water bottle.
- iii) Umbrella.
- iv) Tiffin box.
- v) Geometry box.

Note: All the above five items shall be neatly packed in a packet made of bio-degradable material packing material. The packet shall contain Tea Board logo and printed with details as described here-in –after.

2.2. : OBJECTIVES:- The objective of providing school kits free of cost , is to extend assistance as well as moral boost to the school going children attending higher class-VIII onwards .

2.3. : TECHNICAL SPECIFICATIONS: The items must be of the following TECHNICAL SPECIFICATIONS:-

(All to be co-branded with Tea Board's Logo)

A) SCHOOL-KIT

a) School Bag

- I. Type – Back-pack
- II. Material – Synthetic Water proof
- III. Thickness of the material –minimum 600 Microns
- IV. Minimum Size of the Bag –L= 35Cms/ B= 14Cms./H= 45Cms.
- V. Minimum Nos. of compartments – 2 Nos.
- VI. Zip quality- Unbreakable hard plastic from both side locking
- VII. Side pockets – 1(sufficient to accommodate Tiffin box of specified size)
- VIII. Side pouches of net with elastic band to hold a folding umbrella and a linear type water bottle - minimum 2 Nos.
- IX. Colour- Shades of green/ black /combination of both the colour.
- X. Should bear Tea board Logo on front of the bag

b) Umbrella

- I. Radius – 21"
- II. Folding – 2 fold topless type
- III. Colour/Material - upper – Shades of Green/black/a combination of both colours; lower inside-Silver colour /minimum 210 gauge
- IV. Nos. of sticks – minimum eight of strong quality
- V. With a water proof cover
- VI. Opening- manual
- VII. Handle-straight
- VIII. Should bear Tea Board Logo on top

c) Tiffin Box (Milton/Cello/Eagle brands only)

- I. Minimum Size/Diameter- inside box:12-13cms. Outside:14-15cms.approx. Hgt.-inside box-5-6cms. Outside-7-8cms.
- II. Nos. of Compartments- one
- III. Inside Box material with lid– Stainless steel
- IV. Outside material – food grade, hygienic unbreakable plastic.
- V. Insulation – Insulated for keeping food hot and odourless/ leak proof.
- VI. Should bear Tea Board Logo on top

d) Geometry Box (Camlin/Fabre-castle/ Nataraj brands only)

- I. Size (Minimum) –18 x7- 8 x 2.5-3cms. approximate
- II. Shape – Regular Rectangular shape
- III. Material – Tin metal
- IV. Contents – Compass – 1, Divider-1, 15cms. Scale-1, Set square of 45 & 60 degree protractor, Eraser-1(white colour and non toxic) , Pencil-1, Sharpner-1. Plastic items should be transparent, non-toxic, Inch or mm. divisions should be black marked.
- V. Colour- as per company specification
- VI. Should bear Tea Board Logo on top


e) Water Bottle(Milton/Cello/Eagle brands only)

- I. Capacity – 600 -700ml.

- II. Body material – Food Grade, odourless, hygienic plastic.
- III. Insulation – Thermally insulated
- IV. Opening system – Regular top opening.
- V. Shape – Cylindrical which should fit within the pouch of the school bag
- VI. Belt- with sufficient size belt

f) Outer packet for neatly packing all five items (Sl. No. a) to e) above) in one packet

- I. The packet shall be made of Bio Degradable Material (White Cloth, Jute, Card board, thick paper or similar other packing material).
- II. The packet shall carry marking as described here-in-under.

	
TEA BOARD OF INDIA SCHOOL KIT FOR WARDS OF TEA GARDEN WORKERS	(Same as Column 1 in Hindi)
1. NOT FOR SALE. 2. FOR USE BY WARDS OF TEA GARDEN WORKERS ONLY	(Same as Column 1 in Hindi)


2.4 : Quantities : The quantities of the total School Kit required are approximately 20,000 Nos. (Subject to +/-20% variation) ,during the currency of the contract. The first work order shall be placed for 10,000 Nos (. (Subject to +/-20%) The subsequent work order shall be placed sometimes during July 2013 to March 2014 for 10,000 Nos (Subject to +/-20%).

2.5. Delivery Locations: The bidder is required to quote the Net price for delivery of school kits at the various offices of Tea Board in N.E. Zone located at Jorhat, Dibrugarh, Tezpur, Guwahati, Silchar, Agartala and Itanagar. The details of delivery locations are depicted in tabular form as under:-

Sl. No.	Tea Board Regional Office	Office Address	Telephone Nos.	Approximate Quantity of School Kits to be delivered
1	Jorhat	Cinnamara, Jorhat.-785008. Assam	0376 2360066/2360091/2360092 Fax : 0376 2360068	2400 Nos.
2	Guwahati	Housefed Complex, Basistha Beltola Road, Dispur, Guwahati-781006 Assam	0361 2234258	450 Nos.
3	Dibrugarh	West Chowkididingee, T.R. Phukan Road, Dibrugarh-786001	Tele Fax: 0373 2322932	2750 Nos.
4	Tezpur	Mission Chrali, Opp ; Trade and Industry Bld. Tekargoan, Tezpur-784501	03712 255664 Fax : 03712 237028	1250 Nos.
5	Silchar	Club Road, P.O. Silchar-788001 Dist-Cachar, Assam	03842 232518 Fax: 03842 245952	1500 Nos.
6	Agartala (Tripura)	Bidur Katra Chowmuhani, P.O. Agartala-799001	0381 2314639	450 Nos.
7	Itanagar (Arunachal Pradesh)	TT Marg, V.I.P.Road, Near Kingcup School, PIN -791111,A.P.	0360-2292124	450 Nos.

The quantities given above are approximate. Tea Board reserve the right to vary the quantities up to +/- 20%.

2.5. **Delivery Schedule:** Time is of essence for this contract. The supply of material up to the delivery locations is required to be completed within sixty days of placing the work order.



Executive Director

Tea Board, N.E. Zone Jorhat

SECTION-III
INSTRUCTIONS TO BIDDERS

3.1.: 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 Bidder" means "School Kits Supplier" or firm who participates in this tender and submits its bid.
- c) The "School Kit" means the School Bag, Water Bottle, Umbrella, Tiffin box, and Geometry box, all neatly packed and conforming to the technical specifications as described here-in-after in this Bid document, which the agency is required to supply to the Tea Board under the contract.
- d) "Acceptance letter/letter of intent" means the approval of the bid and the intention of Tea Board to place the work order on the bidder.
- e) The "Work Order" means the order placed by Tea Board on the Agency signed by Tea Board, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) The work order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the Agency under the purchase order for the full and proper performance of its contractual obligations.

3.2.: ELIGIBILITY CRITERIA FOR BIDDERS:-

- a) Must be an Indian Registered Company
- b) Must have minimum Annual Turnover of Rs.20.00 lakhs during last three years.
- c) Must have executed at least three contacts of contract value exceeding Rupees 5.0 Lakhs (Rupees 5.00 Lakhs Only) during last five years, for supply of school items or other items of similar nature with any Central Government Department/ State Government Department/ Public Sector Undertakings/ Statutory Bodies/ Autonomous Organizations.

NOTE: Any bid submitted by bidder not meeting above eligibility criteria shall be rejected outright.

3.3.: DOCUMENT REQUIRED TO BE ENCLOSED WITH TECHNICAL BIDS FOR ESTABLISHING BIDDER'S ELIGIBILITY: The bidder shall furnish, as part of his technical bid documents for establishing the bidder's eligibility, as under:-

- a) Certificate of Incorporation, Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed, Registration Certificate to establish credentials as an Indian Registered Company.
- b) Balance sheets audited by a Chartered Accountant OR Annual turnover certificate given by a Chartered Accountant to establish the annual turn over for more than Rupees 20 Lakh during last three years.
- c) The completion certificates OR the proof of full and final payments to prove that the firm have executed at least three contacts of contract value exceeding Rupees 5.0 Lakhs (Rupees 5.00 Lakhs Only) during last five years, for supply of school items or other items of similar nature with any Central Government Department/ State Government Department/ Public Sector Undertakings/ Statutory Bodies/ Autonomous Organizations.

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

3.5. : HOW TO BID:

- a) A prospective bidder is required to download the bid document form Tea Board's website and carefully peruse all the terms, conditions of the bid document.
- b) The prospective bidder is then required to analyze that he is meeting all the eligibility requirements for participating in the bidding process, is interested in participating in the bidding process and is financially and otherwise capable of meeting all the requirements of executing the contract.
- c) Thereafter, he is required to draw up two Demand Drafts payable to "Tea Board" at "Jorhat". First of Rs. 1000.00 (non-refundable) as cost of Bid Documents, and Second of Rs. 20,000.00 as EMD.
- d) He is also required to arrange for one sample each of all the items included in the scope of work. These samples must be meeting all the technical specifications as specified in the bid documents, must be same for which he intends to submit bid and intends to supply if he is successful in the bidding process. The samples of the unsuccessful bidders shall be returned on receipt of a written request. The samples of the successful bidder, shall be signed by the Bidders and Tea Board and shall be carefully preserved by Tea Board, All supply of material by the successful bidders must be same or superior to the samples furnished. In case of any dispute at a later date these samples shall be referred to determine that quality of material supplied is same or superior to the quality of samples.
- e) The bid is required to be submitted in **three separate sealed envelopes/packets** as described in tabular form as under: Each envelops/packet shall be properly sealed, and marked as under:-

Sealed Envelop 1 Marked "Technical Bid for Supply of School Kits for Tea Board N.E Zone"	Sealed Packet 2 Marked "Samples for Supply of School Kits for Tea Board N.E Zone"	Sealed Envelop 3 Marked "Financial Bid for Supply of School Kits for Tea Board N.E Zone"
Documents to be enclosed with the Technical Bid	Samples of items for which bid is being submitted.	Documents to be enclosed with the Financial Bid
<p>PAYMENTS: 1. Demand Draft of Rs. 1000.00 payable to Tea Board, Jorhat as cost of Tender documents. (Non-Refundable) 2. EMD Demand draft for Rs 20,000/- payable to Tea Board, Jorhat</p> <p>ELIGIBILITY DOCUMENTS: 3. Documents in support of Registration as an Indian Registered Company. 4. Documents in support of Annual Turn Over of Rs.20.00 lakhs during last three years. 5. Documents in support of having executed at least three contacts of contract value</p>	<ul style="list-style-type: none"> a) School bag b) Water bottle c) Umbrella- d) Tiffin box. e) Geometry box f) Outer Packing for kit <p>Note: All the samples shall be marked as "SAMPLE" and shall be without Tea Board Logo. These samples of L1 bidder shall be retained by Tea Board for the purpose of comparing that the final supplies</p>	1. Price Schedule on the Performa given in Section VI with all requisite details neatly and legibly filled up.

<p>exceeding Rupees 5.0 Lakhs (Rupees 5.00 Lakhs Only) during last five years, for supply of school items or other items of similar nature with any Central Government Department/ State Government Department/ Public Sector Undertakings/ Statutory Bodies/ Autonomous Organizations.</p> <p>6. Complete Bid document with bidder's signature on each page as agreement to comply with all terms and conditions.</p>	<p>made by the successful tenders is matching with the samples furnished at the time of tendering.</p>	
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3.6. **SUBMISSION OF BID:** The date, time, Office address etc for submission of bids, and venue for opening of Bid shall be as under:-

1	Last date for submission of Bid	19 / 04 /2013
2	Last time for submission of Bid	10 AM
3	Office Address where bids are to be submitted	<p>Tea Board, North Eastern Zonal Office, Cinnamara, Jorhat-785008</p> <p>Ph: 0376-2360066/2360091/2360092</p> <p>Fax:03762360068</p> <p>E Mail: teaboardjorhat@gmail.com</p>
4	Venue where bids will be opened	Tea Board, North Eastern Zonal Office, Cinnamara, Jorhat-785008
5	Date and Time for opening of Bids	19 / 04 /2013 at 10.30 AM

NOTES: 1. Bids sent by courier/Post must be super scribed as " BID FOR SUPPLY OF SCHOOL KITS FOR TEA BOARD N. E. ZONE" and "NOT TO BE OPENED BEFORE(date and time of submission).

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

3.7. : **PROCEDURE FOR OPENING OF BIDS:**

a) Tea Board shall detail a team of not less than two officials for opening of Bids and a senior officer as supervisor for supervising opening of Bids. Any bidders or their representatives or any other person interested in observing the opening of bid process shall be allowed to observe the bid opening process.

b) Bids shall be opened in three stages as under:-

I) **FIRST**, the sealed envelopes containing the technical bids of all the bids received before due date and time shall be opened. Comparative statements as per format below shall be prepared by the Tea Board Officials:

Documents required to be enclosed with the Technical Bid	DOCUMENT FOUND ENCLOSED AND PROPER (YES/NO)		
	Bidder 1	Bidder 2	Bidder 3
1. Demand Draft of Rs. 1000.00 payable to Tea Board, Jorhat as cost of Tender documents. (Non-Refundable) 2. EMD Demand draft for Rs 20,000/- payable to Tea Board, Jorhat 3. Documents in support of Registration as an Indian Registered Company. 4. Documents in support of Annual Turn Over of Rs.20.00 lakhs during last three years. 5. Documents in support of having executed at least three contracts of contract value exceeding Rupees 5.0 Lakhs (Rupees 5.00 Lakhs Only) during last five years, for supply of school items or other items of similar nature with any Central Government Department/ State Government Department/ Public Sector Undertakings/ Statutory Bodies/ Autonomous Organizations. 6. Complete Bid document with bidder's signature on each page.			

II) The above comparative statement shall be placed before the supervisor and his orders regarding technical bid found in order shall be obtained. The second Bid (Sealed packet containing samples) of only those bidders, whose, technical Bid is found proper and acceptable shall be opened. The remaining two bids of those bidders, whose technical Bid is not found proper and acceptable shall be returned unopened, as received.

III) In the **SECOND** Stage the sealed Packet containing samples shall be opened and a comparative statement shall be prepared as under:-

ITEM	Technical Specifications as Specified in The Bid Documents	Technical Specification found matching or superior in the samples (YES/NO)		
		Bidder 1	Bidder 2	Bidder 3
School Bag				
Water Bottle				
Umbrella				
Tiffin Box				

Geometry Box				
Packing Material for outer packet				

IV) This comparative statement shall also be placed before supervisor and his orders regarding technical specification found in order shall be obtained. The THIRD BID (FINANCIAL BID) of only those bidders, whose, technical specifications of samples, is found proper and acceptable shall be opened. The remaining third bids (financial bids) of those bidders, whose technical specifications of samples is not found proper shall be returned, as received.

V) In the last and final stage the financial bids of the bidders shall be opened. L1 bidder shall be decided based on lowest rate quoted for the School Kit as a whole. In this case also, a comparative statement of the financial bids shall be prepared and placed before the bid supervisor.

VI) In the case of any difference of opinions/ dispute the decision of the Executive Director, Tea Board, N.E. Zone shall be final and binding on all parties.

3.8. : Earnest Money Deposit (EMD): The bidder shall furnish, as part of his bid, an EMD for an amount of Rs.20,000/-(Rupees Twenty Thousand only). The EMD shall be in the form of a crossed Demand Draft in favour of "TEA BOARD" payable at Jorhat. Payment in any other form is not acceptable. The EMD of the unsuccessful bidders will be discharged/ returned as promptly as possible, but not later than 30 days after the opening of the bids. The successful bidder's EMD shall be retained as **bid security** and will be discharged upon satisfactory completion of last work order placed on the bidder. This amount will be released along with completion certificate or while making full and final payment to the bidder. The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or
- (b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract in accordance with the terms and conditions provided later in this document, or
 - ii) to perform any action or discharge any obligation as specified later in this document.

3.9.: PERIOD OF VALIDITY OF BIDS: Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tea Board. In exceptional circumstances, Tea Board may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

3.10. : AWARD OF CONTRACT: Tea Board shall consider placement of orders for work execution on those bidders whose offers have been found technically, commercially and financially acceptable. This work order shall clearly specify the quantities of school kits to be supplied, allowable time period for the affecting the supply, supply locations and other details required by the bidder to execute the contract. Placement of first work order shall mean acceptance and award of the contract.

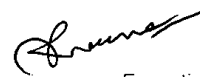
3.11. TEA BOARD'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: Tea Board reserves the right at the time of award of contract to increase or decrease by up to 20% of the

quantity of School Kits specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

3.12. TEA BOARD'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Tea Board 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 Tea Board's action.

3.13. ANNULMENT OF AWARD: Failure of the successful bidder to comply with anyone, more or all the requirements as specified above shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Tea Board may make the award to any other bidder at the discretion of Tea Board or call for new bids.



Executive Director

Tea Board, N.E. Zone Jorhat

SECTION IV
GENERAL CONDITIONS OF CONTRACT

4.1.: APPLICATION: The General Conditions shall apply in the contract made by Tea Board for the procurement of Equipment and services.

4.2.: STANDARDS: The equipment and services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

4.3.: PATENT RIGHTS: The agency shall indemnify Tea Board against all third party claims of infringement of Patent, trademark or Intellectual Property Rights arising from use of the goods or any part thereof in Tea Board.

4.4.: PERFORMANCE SECURITY: The EMD of the success full bidders shall be retained by the Tea Board, which shall serve the purpose of performance security of the contract.

4.5.: DELIVERY: Delivery of the "School Kit" shall be made by the supplier in accordance with the terms specified by Tea Board in its schedule of requirements and special conditions of contract. The Delivery of the School Kits shall commence immediately on placement of work order and be completed within the prescribed period. Each work order placed under the contract shall clearly specify the Quantities of School Kits to be supplied, time period, delivery locations and all other information required by the bidder to complete the supplies.

4.6.: PAYMENT TERMS: Payment of the cost of "School Kit" as mentioned in the Price Schedule will be effected in the following manner:

(a) Every consignment of School Kit received shall be inspected for quality and quantity by Tea Board Officials. The received consignment of the school kit shall also be compared with the samples submitted by the bidder at the time of bidding. In case the Tea Board is satisfied with the quality of the kits supplied the 95% of the payment will be released on pro rata basis, within 15 working days on completion of supply and certification of supply of goods as per the sample approved. Five percent (5%) of the amount shall be retained by Tea Board to take care of defect liability/ manufacturing defect in the school kits.

(b) These School Kits shall be distributed free of cost to students wards of tea garden workers by the Tea Board under Board's own arrangements. In case some manufacturing defect is observed, within a period of one month of receipt, the supplier shall be responsible for providing a free replacement. The defect liability of the supplier shall be limited to providing free replacement on receipt of specific written complaint from Tea Board, within one month of completion of supply process. Balance 5 % of the payment will be paid on the completion of entire supply order, completion of free distribution process by Tea Board and respective certification of quality by respective consignees.

4.7.: SUBCONTRACTS: No sub-contract will be allowed in this case except for specific approvals of ED, Tea Board on submission of detailed justification by the vendor justifying such necessity. However judgement to allow or not to allow sub-contract will be the prerogative of the ED, Tea Board.

4.8.: TIME PERIOD OF WORK: Time is off essence in this contract. All supplies shall be completed Within 60 days from the date of issue of work order.

4.9.: DELAYS, LIQUIDATED DAMAGES:

(a) In case of extension in the Delivery, the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work:

No.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period / completion of work	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work	7.5 %
4.	Delay exceeding three fourth of the prescribed period / completion of work	10 %

NOTES: 1.The maximum amount of liquidated damages shall be 10%.

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

(b) Liquidated Damages would be deducted from the Payment due for that milestone as mentioned

4.10.: Forfeiture of EMD/Bid Security/: Forfeiture of EMD/Bid Security amount in full or part may be forfeited in the following cases:

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

4.11.: FORCE MAJEURE: 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 Tea Board 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. Provided also that if the contract is terminated under the clause, Tea Board shall be at liberty to take over from the contractor at a price to be fixed by Tea Board, 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 Tea Board may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of Tea Board elect to retain.

4.12: TERMINATION FOR DEFAULT: Tea Board may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Agency, terminate this contract in whole or in part.

- (a) If the Agency fails to deliver any or all of the equipment and services within the time period(s) specified in the Contract or any extension thereof granted by Tea Board.
- (b) If the Agency fails to perform any other obligation(s) under Contract: and
- (c) If the Agency, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as Tea Board may authorize in writing) after receipt of the default notice from Tea Board.

4.13.:In event Tea Board terminates the contract in whole or in part, Tea Board may procure, upon such terms and in such manner, as it deems appropriate, equipment and services similar to those undelivered and the Agency shall be liable to Tea Board for any excess cost for such similar equipment and services. However, the Agency shall continue performance of the contract to the extent not terminated.

4.14.: TERMINATION FOR INSOLVENCY:

Tea Board may at any time terminate the contract by giving written notice to the Agency, without compensation to the Agency, if the Agency 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 Tea Board.

4.15.: ARBITRATION:

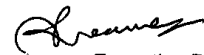
(a) In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to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

(b) 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.

© 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.

4.16. 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 TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the Tea Board 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 TEA BOARD or such other person or persons contracting through TEA BOARD.



Executive Director

Tea Board, N.E. Zone Jorhat

SECTION V

SPECIAL CONDITIONS OF CONTRACT

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

5.1 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.

5.2 The EMD for bid security against bid security, shall be submitted along with the technical bids.

5.3. In case where the document of bid security is not submitted in the manner prescribed 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.**

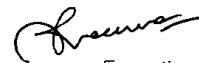
5.4. Tea Board reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Tea Board.

5.5. Tea Board reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

5.6. Tea Board reserves the rights to counter offer price(s) against price(s) quoted by any bidder.

5.7. Any clarification issued by Tea Board 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.

5.8. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to a single party only.



Executive Director

Tea Board, N.E. Zone Jorhat

SECTION VI

PRICE SCHEDULE (Financial Bid)

(IMPORTANT: Take an extra print out of this Section for submitting the financial Bid. Submit your financial bid only in a SEPARATE SEALED COVER.

I. INFORMATION TO BE GIVEN BY THE BIDDER

2.1.: Name of the Bidder Firm/Company :

2.2.: (a) Address :

(b) Telephone No. :

Office
Residence
Mobile
FAX

2.3.: Registration particulars of the Firm/Company viz. Proprietary, Partnership, Private Limited, Public Limited etc. (attach photocopy of the Certificate of Incorporation) :

2.4.: Name of Proprietor/Partner/Director signing the tender document. :

2.5.: Name/Designation/Address of the Authorized Signatory holding the Power of Attorney :

(if any)

2.6.: (a) Income Tax Return Particulars :

(b) Permanent Account Number (PAN) :

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 and Seal

(Capacity in which signed)

II. PRICE SCHEDULE QUOTED

IMPORTANT: 1. Submit your financial bid in a separate sealed cover.

2. Ensure quoting the NET price inclusive of all taxes, duties, levies, service tax and cost of deliveries at destinations.

Sl. No	Item (as per technical specification in the bid document)	All inclusive price per unit item**(Rs) In Figures	All inclusive price per unit item**(Rs) In Words
1	Supply of SCHOOL KIT, comprising of School Bag, Umbrella, Tiffin Box, Geometry Box, and Water Bottle Meeting all the technical specifications specified in the bid documents. All five items neatly packed in a packet, including delivery at various offices in N.E .		

Signature of Tenderer with Seal

****Notes:-**The bidder understands that :-

1. Rates are to be quoted FOR DELIVERY AT SITE as inclusive of all prevailing taxes including the service tax..
2. The bid will be evaluated on the basis of unit price as quoted.

Signature of Tenderer with Seal