



BID DOCUMENT

**TENDER FOR APPOINTMENT OF
Inspection Agency under Tea Council
Tea Board of India.**

TENDER NO. 4(1)/LC/P-V/Bid/2015-16

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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. **4(1)/LC/P-V/Bid/2015-16**
Tender Document : Details are given below
Due date/Time of receipt : 16.06.2015 within 15:00 Hrs
Opening date/ time : 16.06.2015 at 16:00 Hrs

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for engagement of Inspection Agency under Tea Council, Tea Board of India, Kolkata.

Eligibility of bidder:

Indian NABL accredited laboratories, empanelled with Tea Board as Inspection agencies and registered to take up tendered items of work and who fulfill other eligibility criteria as explained in the tender document, are eligible to participate in this tender.

Estimated cost of the work is Rs. 2.12 crore (Rs. Two crore twelve lakh Only) per annum. Bid security (EMD) shall be Rs. 400000/- (Rupees Four lakh Only) payable in the form of demand draft in favour of "Tea Board, Kolkata".

Intending bidders may obtain copy of the tender document from Secretary, Tea Board Kolkata, on payment of Rs.5000/- (Rupees Five Thousand Only) non-refundable, with effect from 27.05.2015 up to 16.06.2015 between 10:00 Hrs & 16.:00 Hrs on working days. The payment will be accepted at Cash Counter, Tea Board, Kolkata. **Tender Document may also be downloaded from the site of Tea Board (www.teaboard.gov.in) in which case a DD of Rs. 5000/- in favour of Tea Board payable at Kolkata, to be attached with the Technical Bid of tender as the cost of tender document**

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

- 1. Name of the Bidder Firm/Firm : _____

- 2. Address : _____

- Telephone No. : Office
Residence
Mobile
FAX

- 3. Registration particulars of the Firm/Firm viz. :
Proprietary, Partnership, Private Limited, Public
Limited etc. (attach photocopy of documentary
proof)

- 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 Resource 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 Tea Board of India" 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 Firm" means the successful bidder providing services under the contract.
- e) "Provisional acceptance letter/letter of intent" means the intention of the Tea Board of India to place the Work order on the bidder.
- f) "The Work order" means the order placed by the Tea Board of India on the Firm signed by the Tea Board of India including all attachments and appendices thereto and all documents incorporated by reference therein.
- g) The Work order shall be deemed as "Contract" appearing in the document.
- h) "The Contract Price" means the price payable to the Firm under the Work order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Analytical Laboratory, having certificate of enlistment as Inspection Agency from Tea Board and having valid NABL accreditation certificate against the parameters mentioned in the Food Safety and Standards Regulation, 2011 for tea. Further, the bidder should have capability and experience in the following:-

- 1. Pre-shipment and quality inspection in tea.**
- 2. Collection of samples as per the ISO stipulated standards (ISO: 1839 for tea sampling).**
- 3. Experience in testing of tea samples as per the prescribed methods in FSSR, 2011. The laboratory of the company should have proper infrastructure/ machineries to test the teas and to handle a larger volume.**
- 4. Must have a dedicated team of adequate and experienced staff to take care of Tea Board's work.**

The Bidder should not be related to Tea Board of India. A declaration to this effect should be submitted along with the technical bid.

Documentary proof (attested copies of relevant documents) for the above facts shall be attached.

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 Tea Board of India, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENT:

4. BID DOCUMENTS:

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender2. Instructions to Bidders3. General Conditions of Contract4. Special Conditions of Contract5. Scope & Description of Work6. Experience Certificates7. Bid Form8. Other documents asked for in the tender form9. Any other document as the bidder may wish to submit in support of the bid.	<ol style="list-style-type: none">1. Price Schedule2. Performance Security Bond Form3. Any other document as the bidder may wish to submit in support of the bid.

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

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the Tea Board of India in writing at the Tea Board of India's mailing address indicated in the invitation for Bid. The Tea Board of India 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 Tea Board of India shall be sent to all the prospective bidders who have purchased the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the Tea Board of India 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 Tea Board of India 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 Tea Board of India may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

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

I. Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security 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.

8. BID FORM:

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

9. BID PRICES:

- 9.1 The bidder shall give the total composite price of all levies and taxes except for Service Tax, if applicable, which will be quoted separately. The basic unit prices and other component prices need to be individually indicated against the services, it proposes to provide under the contract as per price schedule given in Section VIII in Indian Rupees.
- 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 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. **Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET CHARGES.**
- 9.4 The price approved by the Tea Board of India for services will be inclusive of levies and taxes except Service Tax as mentioned in Para 9.1 above.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- (i) Articles and Memorandum of Association or Partnership Deed/Proprietorship Deed or any other document establishing the status of the participating firm.
- (ii) Valid NABL certificates against each parameter as mentioned in FSSR, 2011 for tea.
- (iii) Valid certificate of enlistment as Inspection Agency from Tea Board.
- (iv) Certificates in respect of capability and experience as explained in the "Eligibility Criteria" as under Clause 2 of this Section II.
- (v) Undertaking clearly mentioning no relation of the firm with Tea Board of India.

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

11. DOCUMENTS ESTABLISHING SERVICES 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 services, which he proposes to provide under the contract.

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

- (a) A detailed description of the services and performance characteristics.
- (b) A clause-by-clause compliance on the Tea Board of India's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Bid conditions. 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. For this the bidder needs to sign at every page of the tender document along with seal indicating its acceptance of terms and conditions. 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, a bid security for an amount of Rs 400000/- (Rupees Four lakh only).

12.2 The bid security is required to protect the Tea Board of India 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.

12.4. A bid not secured in accordance with Para 12.1 & 12.3 shall be **rejected by the Tea Board of India 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 Tea Board of India, Pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance Work 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 Tea Board of India, pursuant to clause 19.1. ***A bid valid for a shorter period shall be rejected by the Tea Board of India as non-responsive.***

13.2 In exceptional circumstances, the Tea Board of India 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 affirming 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 Tea Board Of India 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 16.06.2015
- (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 Tea Board of India 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 Tea Board of India 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 Tea Board of India at the address specified under Para 15.2 not later than 15:00 Hrs on 16.06.2015.

16.2 The Tea Board of India 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 Tea Board of India and bidders will be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

17 LATE BIDS:

Any bid received by the Tea Board of India after the deadline for submission of bids prescribed by the Tea Board of India 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 Tea Board of India 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 TEA BOARD OF INDIA:

19.1 The Tea Board of India shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 16:00 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 Tea Board of India, 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 Tea Board of India 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 commercial bid.

21.2 While doing the technical evaluation, Tea Board of India 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 Tea Board of India. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Firm 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 Tea Board of India will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Tea Board of India'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 Tea Board of India and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

21.6 The Tea Board of India 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 Tea Board of India 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 services offered inclusive of all taxes and levies.

23 CONTACTING THE TEA BOARD OF INDIA:

23.1 Subject to clause 20, no bidder shall try to influence the Tea Board of India 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 Tea Board of India in the Tea Board of India's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

The Tea Board of India shall consider placement of work orders on those bidders whose offers have been found technically, commercially and financially acceptable.

25. TEA BOARD OF INDIA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

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

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

The Tea Board of India 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 of India's action.

27. ISSUE OF ADVANCE WORK ORDER OR LOI:

The issue of an Advance Work order or LOI (Letter of Intent) shall constitute the intention of Tea Board of India to enter into the contract with the bidder.

The bidder shall, within 15 days of issue of an advance Work 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 Work order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security pursuant to clause 27, the Tea Board of India 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 Tea Board of India may make the award to any other bidder at the discretion of Tea Board of India or call for new bids.

Secretary,

Tea Board, Kolkata

SECTION III
GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the Tea Board of India for the procurement of Services.

2 STANDARDS:

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PATENT RIGHTS:

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

4 PERFORMANCE SECURITY:

4.1 The Firm shall furnish performance security to the Tea Board of India for an amount of 10% of contract value within 15 days of Firm's receipt of the Advance Work order.

4.2 The proceeds of the performance security shall be payable to the Tea Board of India as compensation for any loss resulting from the Firm'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 Tea Board of India after completion of the Firm's performance obligations including Warranty obligations under the Contract.

5. SERVICE DELIVERY:

5.1 Delivery of the services and documents shall be made by the Firm in accordance with the terms specified by the Tea Board of India in its schedule of requirements

5.2 The Delivery of the services and documents shall commence immediately on placement of Work order and be valid initially for a period of 2 years.

6.0 PAYMENT TERMS:

Payment for the services as mentioned in the Price Schedule will be effected in monthly manner after getting the bills certified by the User Section of Tea Board.

7.0 PRICES:

- i) a) Prices charged by the Firm for Services delivered and services performed under the Contract shall not be higher than the prices quoted by the Firm in his bid.
- b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the Tea Board of India reserves the right to ask for reduction in the prices.
- ii) Price once fixed will remain valid for the period of delivery of services. Increase and decrease of taxes/duties will not affect the price during this period except in case of Service Tax.

8.0 SUBCONTRACTS:

The Firm shall notify the Tea Board of India 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 Firm from any liability or obligation under the Contract.

9.0 TIME PERIOD OF WORK:

The work will be awarded initially for a period of 2 years. The duration may be varied by the Chairman of Tea Board any time.

10.0 Forfeiture, DELAYS, LIQUIDATED DAMAGES:

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 provide services 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 of India in this regard shall be final.

11.0 FORCE MAJEURE:

11.1 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 Tea Board Of India 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.

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

12 TERMINATION FOR DEFAULT:

12.1 The Tea Board of India may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Firm, terminate this contract in whole or in part.

(a) If the Firm fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the Tea Board of India.

(b) If the Firm fails to perform any other obligation(s) under Contract: and

(c) If the Firm, 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 of India may authorize in writing) after receipt of the default notice from the Tea Board of India.

12.2 In event the Tea Board Of India terminates the contract in whole or in part, pursuant to Para 11.1 the Tea Board Of India may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Firm shall be liable to the Tea Board Of India for any excess cost for such similar services. However, the Firm shall continue performance of the contract to the extent not terminated.

13 TERMINATION FOR INSOLVENCY:

The Tea Board of India may at any time terminate the contract by giving written notice to the Firm, without compensation to Firm, if the Firm 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 Tea Board of India.

14 ARBITRATION:

14.1 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 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.

14.2 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.

14.3 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.

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. 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.**
3. Tea Board of India 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 of India.
4. Tea Board of India reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
5. The Tea Board of India reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
6. Any clarification issued by Tea Board of India 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.
7. The Firm shall provide services as mentioned in schedule of requirement in the tender document.

8. EXPERIENCE:

The bidder should have capability and experience in-

1. **Pre-shipment and quality inspection in tea.**
2. **Collection of samples as per the ISO stipulated standards (ISO: 1839 for tea sampling).**
3. **Experience in testing of tea samples as per the prescribed methods in FSSR, 2011. The laboratory of the company should have proper infrastructure/ machineries to test the teas and to handle a larger volume.**

4. Must have a dedicated team of adequate and experienced staff to take care of Tea Board's work.

5. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to single party only.
6. (i) All the clauses of the GR are mandatory except mentioned otherwise and must be unconditionally complied. The bid shall be rejected if does not comply with any of the mandatory clauses.
7. (ii) Vendor shall write, "complied" against each item and clause in the compliance statement. Any other word like "noted" "agreed" "understood" etc. will be treated as not complied.

8. FORCE MAJEURE

Neither the Tea Board of India nor the firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of TEA BOARD or the firm (as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement; and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

9. **Termination Clause:** If the Tea Board of India is not satisfied with the performance of the vendor he should be able to terminate the contract during its current period, after giving 3 months notice to the vendor.

SECTION- V
SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

Tea Board of India, Kolkata is an Autonomous Body under Ministry of Commerce and Industry. India is the second largest producer of tea in the world market. Besides increasing domestic consumption, one of the main activities of Tea Board includes promotion of good quality Indian tea to the global market by way of export. Tea Board under the ambit of The Tea (Distribution & Export) Control Order, 2005 and The Tea (Marketing) Control Order, 2003 initiates various measures to ensure and enforce that quality teas are exported to various countries. In order to strengthen this further, Tea Council was conceptualised by Tea Board where stakeholders across the tea fraternity have been involved. Tea Council has developed an online checking mechanism where tea samples meant for export and import are randomly tested to check the compliance level with the prescribed standards of the country i.e. FSSAI norms. **This tender is for the purpose of appointing “Inspection Agency” for undertaking collection and testing of tea samples under this Council.**

2. SCOPE OF WORK

The scope of work is as follows:

1. The system will allot applications for testing to the inspection agency every day. The agency has to collect tea samples from the warehouses as displayed in the system. The number of applications allotted for testing every day will vary.
2. The jurisdiction of work will be places all over India, where warehouses of tea are present.
3. The agency shall collect 500gm of tea sample randomly from each consignment to be exported. The sample collection method will be as per ISO standard. 450gm of tea sample so collected shall be used for testing and 50gm of the same sample properly sealed and labelled shall be sent to Tea Board, Kolkata for future reference.
4. The tea sample (500 gm) from an importer's consignment (more than or equal to 1000kg) will be handed over by the importer to the inspection agency allotted by the system for the testing of tea.
5. The Inspection Agency will have to perform the tests on the tea sample so collected on the FSSAI parameters mentioned at **Annexure-I** and the methods as mentioned in the FSSR, 2011.
6. The inspection agency has to do the testing and then upload the test result (both as a file upload and entry in the boxes against each parameters) within 9 (Nine) working days after receipt of the sample in case of export consignment. For the import consignment the testing and uploading will be completed within 9 (Nine) working days after it is visible in the Inspection Agency's working window.
7. A daily report on the status of the authorization letter received, sample collected, tests uploaded in the system are to be submitted to Tea Board, Kolkata.

Parameters to be considered while testing Tea Samples as per FSSAI Standards

1. Total Ash (% by mass)
 2. Water Soluble Ash of total ash (% by mass)
 3. Acid Insoluble Ash(% by mass)
 4. Water Soluble Extract (% by mass)
 5. Alkalinity of water soluble Ash (K₂O)(% by mass)
 6. Crude Fibre Content(% by mass)
 7. Total Catechins(% by mass) (for green teas only)
 8. Moisture content % (m/m) max (decided by Tea Council)
 9. Dicofol(ppm)
 10. Quinolphos (ppm)
 11. Glyphosate(ppm)
 12. Glufosinate-ammonium (ppm)
 13. Propargite (ppm)
 14. Fenzaquin (ppm)
 15. Ethion (ppm)
 16. Aflatoxin($\mu\text{g}/\text{kg}$)
 17. Mercury(ppm)
 18. Copper (ppm)
 19. Lead(ppm)
 20. Iron Fillings (ppm)
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SECTION VI

BID FORM

Tender No. (Name & Address of the Tea Board of India)

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 provide services in conformity with said conditions of contract and specifications for sum of Rs. 21200000.00 (Rs. Two crore twelve lakh Only) per annum 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 services as specified in the contract within the specified timeframe.

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.

This is also to certify that we are not related to Tea Board in anyway.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 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 Firm) to provide services the TEA BOARD..... as per Contract No. Dated..... (hereinafter referred to as the said contract).

AND WHEREAS the said contract provides that Firm 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 Firm 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 Firm shall render all necessary and efficient services which may be required to be rendered by the Firm in connection with and/or for the performance of the said contract and further guarantees that the services which shall be supplied by the Firm under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD. In the event of the Firm failing or neglecting to render necessary services as foresaid and/or in the event of the services failing to give satisfactory performance, 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 Firm 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 Firm's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services.
2. The decision of the TEA BOARD as to whether the Firm failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the services have been 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 Firm and a No Demand Certificate submitted to this effect by the Firm.

5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 24 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 24 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 24 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 24 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the Firm 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 Firm 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 Firm or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the Firm 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

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

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative _____

Signature of Bidder

Or

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

Note:

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

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 Inspection Agency under Tea Council”.

Date:

Signature of Bidder
(on one-rupee revenue stamp)

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

Name & Address: _____

Section VIII

PRICE SCHEDULE (Financial Bid)

<u>Sl.</u>	<u>Description of Work</u>	<u>Amount (in Rs.) per sample</u>
<u>1.</u>	Collection of teas from warehouses across India and testing of teas under Tea Council, Tea Board of India, Kolkata.	In figures Rs..... In words Rupees

Signature of the bidder along with seal.

Notes:

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1. Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of providing services.