



Tea Board of India
North Eastern Zonal Office
HOUSEFED Complex, 5th & 6th Floor, Central Block
Dispur, Guwahati-781006, Assam
Ph. 0361-2228944/2228945 Fax : 0361-2234251
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SEALED TENDER BASED AUCTION SALE NOTICE

Reference No. **TB/GAU/Sale Notice/2015/01**

HIGHLIGHTS

Type of Assets for sale	Bought Lea Tea Manufacturing Factory
Seller	Tea Board, N.E. Zonal Office, HOUSEFED Complex, Central Block, 5 th & 6 th Floor, Dispur, Guwahati-781006
Last date for submission of bid / tender	7 th December 2015 upto 3.00 PM
Contact person of the seller(For facilitating inspection only)	Dipankar Mukherjee, ED I/C 9435049912, Dinamoni Kakoti, ADTD 9435706366, Arup Jyoti Das, ADTD, 09435217487
Inspection	23 rd and 24 th November 2015, By prior appointment only
Sale Process	Auction by inviting sealed tender
Location of Asset	Lahdoi Tea Factory under Lahdoi Small Tea Growers Co-operative Society. Address : Dabolu Habi Gaon, P.O. Nagahat P.S. : Charaipung Dist. : Sibsagar, Assam, PIN: 785693
Reserved Price for Sale	
Earnest Money Deposit (EMD)	Rs 5,00,000.00 (Rupees five lakhs only)
Payment	E.M.D. shall be made only by a Demand Draft/Pay Order drawn in favour of "Tea Board Imprest Account" payable at Guwahati to be submitted to Tea Board on or before 3.00 pm of 07.12.15. All the instalments of the sale value shall be made only by a Demand Draft/Pay Order drawn in favour of "Tea Board Imprest Account" payable at Guwahati.
Website Address	www.teaboard.gov.in

DETAILS :

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

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

Type of asset for sale	Bought Leaf Tea Manufacturing Factory, Registered with Tea Board with land, building and installed machineries.
Asset Name and Address	Lahdoi Tea Factory under Lahdoi Small Tea Growers Co-operative Society. Address : Dabolu Habi Gaon, P.O. Nagahat P.S. : Charaipung Dist. : Sibsagar, Assam, PIN: 785 693
Total Land area	0.40 hact. OR 3 Bigha, 0 Katha, 0 Lecha, Patta No. 75, Dag No. 278, (1B-0K-9L), 280 (1B-0K-11L) and 387 (0B-4K-0L), Under Gaon Panchayat, connected by Metal Road, 20 KM from nearest town (Sonari) and 5 KM from nearest Market (Sapekhati).
Total Existing Building Structures :	<ol style="list-style-type: none"> 1. Factory building having a plinth area of 11250 Sq. ft. And 9520 Sq. ft. Is in an Assam Type house, constructed in 1998. 2. Unloading Shed: Open area having plinth area of 1890 sq. ft. 3. Withering Trough space : (at first floor) – This is steel platform having an area of 8532 sq. ft, within the factory building, constructed in 1998. 4. Back Side Shed: This is CGI Sheet covered sloppy roof shed having plinth area of 2205 sq. ft, constructed in n1998. 5. Gas Control Shed: Open CGI Sheet covered shed in deteriorated condition. 6. R.C.C. Office Building: Office building having a plinth area of 1216 sq. ft. 7. Steel Stair Case: Steel framing stair case leading to withering trough in deteriorated condition. 8. Green Leaf Lifting Frame: Part of the frame is standing in deteriorated condition. 9. Steel Gates: Two Nos. of steel gates fixed at boundary wall at two main entr'actes in deteriorated conditions. 10. Gas Connecting Line: Only a portion of gas connecting line is in position. 11. Factory Boundary Wall: The wall in plinth is 10" thick constructed in 1998.
Infrastructural Facilities	Electricity, Water (deep tube well) and Gas Connections (Requiring extensive repairs and re-connections).
Movable Plants and Machineries :	As per Annexure "A"
Tea Board's Registration No. (Under TMCO-2003)	RC-1508 (Remarks : The successful bidder will have to get the change of ownership registered in his/her name by paying the requisite fee (Rs. 10000.00) to the Tea Board.
Other Permissions/Licences/Clearances	The factory was having all other requisite permissions/Registrations/Licences required for operation of a BLF, (Except registration with FSSAI) before its closure. The successful bidder will have to get the renewals/change in ownership registered in his/her name by paying the requisite fees to the Appropriate Authorities.

Statutory and other known liabilities :	<p>1. The information furnished here is of relevance to the successful bidder.</p> <p>2. At the time of the closure of the factory the previous owners (i.e. M/s. Lahdoi Tea Growers' Co-operative Society Limited) was having (known to sellers) liabilities as follows :</p> <p>(a) Central Excise Deptt. : Rupees 0.58 Lakhs.</p> <p>(b) Assam Gas Company Limited (Gas Supplying Agency) : Rupees 1.65 Lakhs</p> <p>(c) ASEB (OR its Subsidiaries Distribution Company) : Rupees 8.5 Lakhs.</p> <p>Note : The figures are indicative and approximate, as are known to the sellers, and pertains to the time of closure of the factory. The seller is in no way responsible for correctness of these figures. The interested parties are advised to approach all the concerned departments and agencies and make their own assessment of the present day liabilities, dues penalties, interest etc. that may be payable to various departments/agencies to restart operations in the factory as a Bought Leaf Tea Factory.</p>
Inspection :	<p>The property can be inspected on 23rd and 24th November 2015 By Prior Appointment Only from 11-00 AM to 3-00 PM. Prior intimation may be given to Authorised Officer for inspection. The bidders are advised to inspect the property before bidding. Irrespective of the fact if the prior inspection is carried out or otherwise, it shall be assumed that the bidder has carried out the inspection and made himself / herself well aware of the conditions of the assets and No Complaint/Representation in this matter shall be entertained later. The cost incurred in the inspection of the property shall be borne by the prospective bidders. Contact person for inspection : Arup Jyoti Das, ADTD, Tea Board, Sivsagar : 9435217487</p>
TERMS & CONDITIONS :	
Participation Terms :	<p>Pre-Bid Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees five lakhs only) (Refundable for unsuccessful bidders and adjustable with the payment of last and final instalment) in the Form of Pay Order/Demand Draft in favour of "Tea Board Imprest Account" and payable at Guwahati (Assam).</p> <p>This EMD shall be furnished in a separate sealed cover Marked "EMD by _____(Name of Company, Firm, etc.) for purchase of Lahdoi Tea Factory" so as to reach the Tea Board, N.E. Zonal Office on or before the Bid Closing Date and Time. The Bid/Offer of only those participants, whose EMD is found proper and valid shall be opened. In case the EMD is not furnished, OR furnished of lesser value OR furnished through other than acceptable instruments, the Bid/Offer shall not be opened and returned to bidder in the same condition, in which received.</p>
Refund of EMD :	<p>For unsuccessful bidders the EMD shall be refunded within 7 working days of opening the tenders. For successful bidder, EMD would be adjusted against payment of bid amount (Last & Final instalment).</p>

Auction Process :	The Sale shall be conducted by inviting sealed Bid tender. (Bidders are advised to quote their best price in the First Offer itself. There shall be no negotiation on the highest bid with any other bidder. No second chance to revise the offer shall be given to any bidder)
How to submit the tenders	<p>The interested bidder may download the tender form from Tea Board website, (www.teaboard.gov.in), or may obtain the form from Board's North East Zonal Office at Guwahati or Regional office Jorhat. The tender shall be submitted in two separate sealed envelopes. First sealed envelope (smaller size) should contain EMD and Marked "EMD by _____(Name of the Company, Firm, etc) for purchase of Lahdoi Tea Factory".</p> <p>Signed (on each page of tender) complete tenders should be put in second envelope (separate large size) and the envelope should be sealed and super scribed with "OFFER FOR PURCHASE OF LAHDOI TEA FACTORY By _____ (Name of Company, Firm, etc.)".</p> <p>Both these envelopes should be submitted in a third larger sealed envelope superscribed " OFFER FOR PURCHASE OF LADHOI TEA FACTORY BY _____(Name of Company, Firm etc.) to Executive Director, Tea Board, N.E. Zonal Office, HOUSEFED Complex, Central Block, 5th & 6th Floor, Dispur, Guwahati-781006 on or before 07.12.15 before 3.00PM.</p>
Opening of Tender	<p>Tender shall be opened before the panel of officers selected by the Executive Director, Tea Board, N.E. Zonal Office, Housefed Complex, Dispur, Guwahati-6, in two phases on 07.12.15 at 3.15 PM. First, all envelopes containing EMD shall be opened. The second envelope containing Bid/Offer of only those bidders, whose EMD is found proper and acceptable shall be opened on 07.12.15 at 4.00 PM.</p> <p>Interested bidders may be present during the Bid opening process.</p>
Venue of opening of Tenders :	Tea Board, N.E. Zonal Office, HOUSEFED Complex, Central Block, 5 th & 6 th Floor, Dispur, Guwahati-781006.
Rejection of Tender :	<p>Tenders not received in prescribed tender form or incomplete in any respect or unsigned or not accompanied by DD/PO for the requisite EMD are liable to be summarily rejected. Any offer stipulating any subjective clause counter stipulations or which is incomplete in any respect is liable to be rejected. No offer shall be received after the date and time stipulated hereinabove. The Tea Board may accept or reject any offer without assigning any reason thereof and the decision of the Competent Authority, Tea Board, shall be final.</p>
Type of Offer :	The Offer shall be submitted on the basis of Lump Sum payment of the entire Bid amount. No break ups are required.
Selection of Best Offer :	The highest Lump Sum amount quoted shall be considered as Best Offer.
Negotiation :	There shall be no negotiation with the highest or any other bidder in any form whatsoever. The highest Lump Sum quoted shall be considered as Last and Final Offer. The participants are therefore advised to offer their best bid in the first instance.

Payment Terms :	<p>Sale is subject to confirmation by the Competent Authority of Tea Board. Payments to be deposited with the Tea Board N.E. Zonal Office, Guwahati as per the followings :-</p> <p>First instalment : The successful bidder shall have to pay 25% of the sale value within 10 (ten) working days from the date of issue of bid acceptance letter.</p> <p>Second instalment : 25% of sale value to be paid within 10 (ten) working days from the date of payment of first instalment</p> <p>Third and final instalment : Balance 50% of the sale value minus (-) Rs. 5,00,000.00 (EMD) to be paid within 15 working days of the payment of second instalment</p>
Forfeiture :	<p>In the event of default in payment of any of the above instalment, full or any part thereof, within the prescribed period, the amount deposited till then shall be forfeited and the factory with accessories and land etc will be re-sold at the risk and cost of the defaulting offerer without prejudice to any other rights, which the Tea Board may exercise. It is made clear that this would not prevent the Tea Board from fixing any other date for such deposit or extending such time even if such time is expired in such Terms and Conditions as the Tea Board may deem fit and proper. It is also clarified that the Tea Board will continue to have lien over the Assets till all the instalments are received from the successful Bidder. Sale of the factory with land and assets will be held by the Tea Board entirely at the risk of the purchaser from the date and time of sale. The Tea Board will not be liable for any loss, damage, deficiency, deterioration or injury to the assets/properties after such sale.</p>
Applicable Taxes & Duties :	<p>The bids are to be placed exclusive of taxes and duties <i>the winning customer shall be liable to pay all taxes as would be applicable on the date of despatch of the materials/handing over of assets and Tea Board would not be liable for taxes in any manner, whatsoever.</i></p> <p>Applicable taxes and duties are to be ascertained by the Bidder against each item in the material list.</p> <p>All expenses relating to Stamp Duty, Registration Charges, Transfer Charges, and any other charges in respect of the registration of the Sale Certificate for the above referred property (ies) shall be borne by the successful bidder.</p>
Bid Validity :	<ol style="list-style-type: none"> 1. The successful purchaser shall have to take possession of the assets/properties sold within 30 (thirty) days from the date of payment of full purchase consideration or any other time fixed by the Tea Board. Upon failure, unless otherwise ordered by the Tea Board, the sale in favour of the purchaser shall stand cancelled and all sums paid on account of the same shall stand forfeited without any further reference to the purchaser and No claim shall be entertained thereafter. 2. The sale would be subject to such modification/alteration of the Terms and Conditions of sale as the Tea Board may deem fit and proper and the decision of the Tea Board shall be final.

	<ol style="list-style-type: none"> 3. No person other than the intending bidders themselves or their duly authorized representative shall be allowed to participate in the auction/sale proceedings. 4. No purchaser shall be allowed to bid in the name of Nominee/Nominees. 5. The proposed sale may be withdrawn by the Tea Board without assigning any reason thereof. 6. The Tea Board may set aside the sale even after the sale is confirmed in favour of purchaser/purchasers and/or purchase consideration is paid on such Terms and Conditions as the Tea Board may deem fit and proper for the interest and benefit of the Tea Board and all concerned and/or public interest. 7. Purchaser must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the sealed tender. There is no provision for putting bids in decimals. The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid submitted by him) Purchaser must always ensure to keep their e-mail address valid and alive and intimate their Fax Numbers for facilitating faster communication through e-mail and Fax. It is the responsibility of the Purchaser to verify the status of their bids and check their e-mails/Fax to pay the security deposit in terms of these presents. In case of any difference in the quoted amount in figures and in words, the figure quoted in words shall be treated as final.
<p>Arbitration Clause :</p>	<p>Dispute or differences arising out or relating to this Agreement shall be resolved <i>through amicable mutual discussion</i>. Failing such amicable resolution of dispute/differences either of the party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Chairman, Tea Board. The award of the Arbitrator shall be final, binding and conclusive on the parties hereto. The venue for arbitration shall be Guwahati. The arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.</p> <p>Governing Law : This Agreement is constructed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of Law.</p> <p>Jurisdiction : The Court at Guwahati shall have exclusive jurisdiction <i>on any of the terms touching upon any subject matter of the agreement.</i></p>
<p>Miscellaneous :</p>	<ol style="list-style-type: none"> 1. Tenders with conditional offer would be considered as invalid. 2. Any form of canvassing would be a disqualification. 3. Sale of the secured assets mentioned here-in-after is for recovery of secured debts of Tea Board. 4. In the event the offer price is found to be below the reserve price the sale can be confirmed only at the discretion of the Competent Authority of Tea Board

TENDER FORM

To
The Executive Director
Tea Board N E Zonal Office
HOUSEFED Complex,
Central Bloc, 5th & 6th Floor,
Dispur, Guwahati-781006.

REF.

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

1.Name of the Tenderer

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

2. Name of the unit with location

(For which tender is being Submitted)

3. Lump sum Amount (both in figure and Words)

(In Figures) : _____

(in words) : _____

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

5. I/We also agree to submit the documents required by Tea Board for my/our identification and proof of residential address or any such other document(s).
6. I/We also accept that the Tea Board can reject any or all bids without assigning any reason.

Yours faithfully,

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

Enclosures : (i) DD/Pay Order No. _____
Dated : _____
Drawn on Bank _____
Payable at _____

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

Name of the tenderer

Address Office:

Residence :

Contact details :

Tel. Office _____ Mobile No. _____ Fax No. _____

Residence _____ e-mail id _____

ANNEXURE-A

List of Major Machinery at Lahdoi Co-Operative Tea Factory

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

Note :

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