

BID DOCUMENT



**TENDER FOR PUBLISHING A PAPER ON TEA INDUSTRY IN
THE COUNTRY COVERING THE FUNCTIONING OF TEA
GARDENS AND STATUS OF WORKERS WELFARE BY TEA
BOARD**

TENDER NO. 1/WL/POLICY/2016

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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. 1/WL/POLICY/2016
Tender Document : Details are given below
Due date/Time of receipt : **06/09/2016----- at 15.00 Hrs.**
Opening date/ time : **07/09 /2016-----at 11.00 Hrs.**

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata For Publishing A Paper On Tea Industry In The Country Covering The Functioning Of Tea Gardens And Status Of Workers Welfare By Tea Board

Indian companies registered under ROC to take up tendered item of work and whose annual turnover in the last financial year was more than Rupees 5 crores, are eligible to participate in this tender.

Bid security (EMD) shall be Rs. 200,000/- (Rupees two lakhs) payable in the form of demand draft in favour of "Tea Board, Kolkata".

Tender Document may be downloaded from the site of Tea Board (www.teaboard.gov.in), and a DD of Rs. 5000 in favour of Tea Board payable at Kolkata, which is non refundable, should be attached with the Technical Bid of tender as the cost of tender document.

Timelines :

Event	Date
Release of Expression of Interest	17.08.16
Bidders Meeting	26.08.16 at 3.00 P.M in Board Room
Last date for submission of Bids	06.09.16 at 3.00 P.M.
Opening of bids and Technical Evaluation	07.09.16 at 11.00 A.M.
Declaration of Short listed companies	to be informed in due course
Opening of Financial Bids	to be informed in due course
Date of issue of Work Order	to be informed in due course
Date of submission of final report	3 months from the date of issue of work order

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

- 1. Name of the Bidder Firm/Company :
- 2. Address :

- Telephone No. :
Office
Residence
Mobile
FAX
- 3. Registration particulars of the Firm/Company :
viz. Proprietary, Partnership, Private Limited,
Public Limited etc. (attach photocopy of the
Certificate of Incorporation)
- 4. Name of Proprietor/Partner/Director signing the :
tender document.
- 5. Name/Designation/Address of the Authorized :
Signatory holding the Power of Attorney
(if any)
- 6. Income Tax Return Particulars :
Permanent Account Number (PAN) :

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-III

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 Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- c) "The services" means all the creative concepts, content, computer software, and services and/or other materials, which the agency is required to submit to the Tea Board under the contract.
- d) "Provisional acceptance letter/letter of intent" means 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 work order for the full and proper performance of its contractual obligations.

ELIGIBLE BIDDERS:-

- 1) Should be an Indian Registered Company
- 2) Should have minimum Annual Turn Over of Rs. 5 Cr.
- 3) Should have experience in the tendered item of work
- 4) Should have an office at Kolkata, West Bengal, India

Bids not confirming to these conditions will be rejected outright.

2. 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.

B. BID DOCUMENT:

3. BID DOCUMENTS:

3.1 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
1. Notice Inviting Tender 2. Instructions to Bidders	1. Price Schedule 2. Performance Security Bond Form

<ol style="list-style-type: none"> 3. General Conditions of Contract 4. Special Conditions of Contract 5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return 8. Experience Certificates especially in Government Sector 9. Turnover Certificate of Minimum Rs. 5 Crore 10. Bid Form 11. Other documents asked for in the tender form 12. Any other document as the bidder may wish to submit in support of the bid. 	
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The Bidder is expected to examine all instructions, 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.

4. CLARIFICATION OF BID DOCUMENTS:

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

The prospective bidders may attend the PRE-BID MEET on **26.08.16 at 3.00 p.m.** to discuss clauses in the tender document. The venue for such pre-bid meet will be Board Room of Tea Board at its given address.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date of submission of bids, Tea Board 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.
- 5.2 The amendments shall be notified in Writing, Email 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 and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the Tea Board may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID:

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

I. Technical bid, which shall contain:

- (a) Documentary evidence 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 10.
- (c) A clause-by-clause compliance

II. Financial bid, which shall contain the Price schedule, completed as per the requirements specified in this document later.

7. BID PRICES:

7.1 The bidder shall give the total composite price of all levies and taxes & insurance. The basic price need to be individually indicated against the services it proposes to supply under the contract as per price schedule given in Section VII in Indian Rupees

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

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

7.3 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.**

7.4 The prices quoted by the bidder shall be of sufficient detail to enable the Tea Board to arrive at prices of equipment/system offered.

7.5 "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 PRICE taking all such factors like discount, etc into account.**

7.6 The price approved by Tea Board will be inclusive of levies and taxes. Break-up in various heads like service, and service Tax, insurance, and other taxes paid/payable is for the information of the agency and any change in these shall have no effect on price during the scheduled period of delivery.

8. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for more than Rupees 5 Crore.

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

8.3. To judge the financial capabilities, the firm shall furnish last two years balance-sheet showing turnover.

8.4 The services offered must have ability to meet the technical specifications. Necessary document to substantiate this shall be submitted along with the offer by the Agency.

9. DOCUMENTS ESTABLISHING SERVICES CONFIRMITY TO BID DOCUMENTS:

9.1 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 supply under the contract.

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

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

10. BID SECURITY:

10.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 2,00,000 (Rupees twoLakhs only).

10.2 The bid security is required to protect the Tea Board against the risk of bidders conduct, which would warrant the security's forfeiture.

10.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable. Any Small Scale Industry/Firm claiming exemption from payment of bid security should submit the copy of the current registration with NISC for the tendered items.

10.4 A bid not secured in accordance with Para 10.1 & 10.3 shall be **rejected by the Tea Board as non-responsive.**

10.5 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.

10.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily and furnishing the performance security.

10.7 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 the terms and conditions provided later in this document, or
 - ii) to furnish performance security as specified later in this document.

11. PERIOD OF VALIDITY OF BIDS:

- 11.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tea Board. ***A bid valid for a shorter period shall be rejected by the Tea Board as non-responsive.***
- 11.2 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.

12. FORMAT AND SIGNING BID:

- 12.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly super scribing the name on the envelopes.
- 12.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or pvc tape sealed).
- 12.3 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

13. SEALING AND MAKING OF BIDS:

- 13.1 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.
- 13.2 The inner and outer envelopes shall be:
- (a) Addressed to the Tea Board 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..... (due date) and
 - (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 shall not be responsible if the bids are delivered elsewhere.
- 13.3 If the outer envelope is not sealed and marked as specified above, the Tea Board shall not accept the bid. In case the inner envelopes are not sealed and marked as specified above, the bid shall be rejected.

14 SUBMISSION OF BIDS:

14.1 Bids must be received by the Tea Board at the address specified not later than 15.00 Hrs on 06/09/2016

14.2 Tea Board may, at its discretion, extend this deadline for the submission of the bids in which case all rights and obligations of Tea Board and bidders will be subjected to the deadline as extended.

15 LATE BIDS:

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.

16 MODIFICATION AND WITHDRAWAL OF BIDS:

16.1 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 prior to the deadline prescribed for submission of bids.

16.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

16.3 No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

17 OPENING OF BIDS BY TEA BOARD:

17.1 Tea Board shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. Tea Board's 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).

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

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

18 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids Tea Board 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.

19 PRELIMINARY EVALUATION (TECHNICAL BIDS):

19.1 Tender will be evaluated in two phases.

A) Technical Evaluation:

- i) Bids will be technically evaluated on the basis of the documentary evidences submitted by the bidder in support of each eligibility criteria
- ii) All the bidders must submit a detailed plan of action

iii) Vendors shortlisted on the basis of the above two criteria will be required to give a presentation on their proposal highlighting suitability of their proposed plan of action for technical evaluation.

Based upon the technical evaluation, bidders will be shortlisted for opening of their 'Financial Bids'

B) Financial Evaluation:

- i) Financial bid will be evaluated on the basis of rates quoted for the proposed activity as a package in totality. The bidder quoting lowest rate will be selected for the activity.

19.2 While doing the technical evaluation, Tea Board 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.

The evaluation will be on the basis of bidder's fulfillment of the eligibility criteria

19.3 Arithmetical errors shall be rectified on the following basis : If there is a discrepancy between words and figures, the amount in words shall prevail. If the agency does not accept the correction of the errors, his bid shall be rejected.

19.4 Prior to the detailed evaluation, Tea Board will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. Tea Board's determination of bids responsiveness is to be based on the contents of the bid itself.

19.5 A bid determined as substantially non-responsive will be rejected by the Tea Board and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

19.6 Tea Board 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.

20. FINANCIAL EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

20.1 Tea Board shall evaluate in detail and compare the bids previously determined to be substantially responsive.

20.2 **The comparison for evaluations shall be of total price of the services offered inclusive of all taxes and levies (as quoted in the Price Schedule at Section VII).**

21 CONTACTING THE TEA BOARD:

21.1 No bidder shall try to influence Tea Board on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

21.2 Any effort by a bidder to influence Tea Board in Tea Board's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

22. AWARD OF CONTRACT:

Tea Board shall consider placement of orders for work execution on those bidders whose offers have been found technically (type-approved/validated by the Tea Board), commercially and financially acceptable.

23. 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 25% of the quantity of services specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

24. 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.

25. ISSUE OF ADVANCE WORK ORDER OR LOI:

- a. The issue of an Advance Work Order or LOI (Letter of Intent) shall constitute the intention of Tea Board to enter into the contract with the bidder.
- b. The bidder shall, within 10 days of issue of an advance work order, give his acceptance along with performance security in conformity with section VII provided with the bid documents.

26. SIGNING OF CONTRACT:

- a. The issue of work order shall constitute the award of contract on the bidder.
- b. Upon the successful bidder furnishing of performance security, Tea Board shall discharge the bid security.

27. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with 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.

Secretary,
Tea Board, Kolkata

SECTION IV

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by Tea Board for the services.

2 STANDARDS:

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

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 PERFORMANCE SECURITY:

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

4.2 The proceeds of the performance security shall be payable to the Tea Board as compensation for any loss resulting from the agency'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.

4.4 The performance Security Bond will be discharged by the Tea Board after completion of the Agency's performance obligations including Warranty obligations under the Contract.

5. DELIVERY:

5.1 Submission of the study report and documents shall be made by the bidder in accordance with the terms specified by Tea Board in its schedule of requirements and special conditions of contract.

5.2 The Delivery of the services and documents shall commence immediately on placement of work order and be completed within 3 months from date of issue of work order.

5.3 The submission of the study report should be made to the Secretary, Tea Board India, Kolkata, West Bengal, India..

6. PAYMENT TERMS:

Payment of the services as mentioned in the Price Schedule will be effected in the following manner:

- (a) 10% of the total cost will be paid as mobilization advance before commencement of the study after execution of agreement with tea Board
- (b) 10 % prior to undertaking field visits for North India and South India
- (c) 25% each after submission of draft report for North India and South India
- (d) Balance 30 % after satisfactory submission and acceptance of final report by Tea Board

7. SUBCONTRACTS:

The Agency shall notify Tea Board 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 Agency from any liability or obligation under the Contract.

8. TIME PERIOD OF WORK:

The Delivery of the services and documents shall commence immediately on placement of work order and be completed within 3 months from date of issue of work order The selected bidder should submit a detailed project plan with the activity breakdown across timelines.

9. DELAYS, LIQUIDATED DAMAGES:

9.1 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 %

9.1 The maximum amount of liquidated damages shall be 10%.

9.2 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 services is on account of hindrances beyond the control of the bidder.

9.3 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned

9.4 Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached.
2. When the bidder fails to make complete 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.

10 FORCE MAJEURE:

- 10.1 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 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.
- 10.2 Provided also that if the contract is terminated under the clause, Tea Board shall be at liberty to take over from the bidder at a price to be fixed by Tea Board, documents /materials in possession of the bidder 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.

11 TERMINATION FOR DEFAULT:

11.1 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.

- (e) If the Agency fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by Tea Board.
- (f) If the Agency fails to perform any other obligation(s) under Contract: and
- (g) 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.

11.2 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, services similar to those undelivered and the Agency shall be liable to Tea Board for any excess cost for such similar services. However, the Agency shall continue performance of the contract to the extent not terminated.

12 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.

13 ARBITRATION:

13.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such

arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 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.

12.3 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.

14. SET OFF:

Any sum of money due and payable to the bidder (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 bidder with TEA BOARD or such other person or persons contracting through TEA BOARD.

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 III and Section IV

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. (i) The bank guarantee for bid security against bid security shall be submitted along with the technical bids.
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.**
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. 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.
6. Tea Board reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
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.
8. **EXPERIENCE:**
The bidder should have capability and experience in
 - 1)Should be an Indian Registered Company.
 - 2)Should have minimum Annual Turn Over of Rs. 5 Cr.
 - 3)Should have prior experience in undertaking the tendered item of work
 - 4)Should have an existing office at Kolkata, West Bengal, India
9. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the Tea Board.
10. 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.

SECTION VI

SCOPE AND DESCRIPTION OF WORK

1. **INTRODUCTION** : Tea Board wishes to publish a PAPER on the tea industry in the country covering the functioning of tea gardens and status of workers welfare by Tea Board.

2. **SCOPE OF WORK** :

The study would include the tea estates in the organised sector in the different tea growing States of the country on the following parameters :

- Study of cost of production of tea
- Study of profitability and economic viability
- Comparative study of workers productivity
- Study of wage structure vis a vis worker productivity
- Study of impact of increase of wages and inflation on inputs on profitability
- Status of compliance of PLA Act, 1951
- Status of compliance to statutory obligations like provident Fund, Gratuity, Wages, Bonus etc.
- Evaluate causes of migration of workers from tea gardens to other sectors
- Structure and organisational set up of tea estates under various forms of ownership
- Evaluate socio economic conditions of tea plantation labour
- Evaluate human resource development issues of tea plantation labour
- Assessment of the financial burden of the tea companies, if any, on the social cost involvement on account of escalating labour wages, housing, rationing, electricity etc. and suggest ways to maintain a balance in rising cost of tea production
- Assessment of impact of Tea Board Human Resource Development Scheme on workers and their wards / dependants
- Study should cover 10 % of estates in various size groups and across different forms of ownership as per the following tables. The total numbers of gardens to be studied in each State under various size groups should be equitably distributed amongst the various forms of ownership and the tea growing districts in each State. The Tea Board will provide a list of gardens for this purpose :

Number of Gardens under different size groups of tea gardens (in hect)						
Sample about 10% of the total population						
State	> 401	201-400	101-200	51-100	10.12-50	Total
Arunachal Pradesh	1	0	0	0	0	1
Assam	39	13	9	9	9	79
Kerala	5	3	1	1	1	11
Tamil Nadu	6	3	2	1	4	16
Tripura	1	3	2	1	1	8
West Bengal	19	8	3	3	3	36
Total	71	30	17	15	18	151

Ownership wise sample of TGs					
Sample size about 10% of the total population					
State	Public Ltd	Proprietorship	Partnership	PSU	Total
Arunachal Pradesh	1	0	0	0	1
Assam	37	30	8	3	78
Kerala	7	2	2	1	12
Tamil Nadu	7	5	3	2	17
Tripura	3	2	2	1	8
West Bengal	23	8	2	2	35
Total	78	47	17	9	151

- Submission of timelines for undertaking study in the various tea growing States as per tenure specified in bid document
- Submission of observations, findings and recommendation of the Study in the form of a bound booklet

OTHER TERMS AND CONDITIONS:

- Progress Reports to be submitted to Tea Board periodically
- The selected bidder will deliver the service by maintaining confidentiality
- The selected bidder will ensure continuous service availability and will deploy backup personnel as and when required
- Either party has the option to terminate the contract with one month notice and without obligation to either side.
- Payments will be made as per conditions in the tender document

The Bidders personnel shall -

- At all times abide by rules for holidays and working hours
- At all times strictly follow the confidentiality conditions laid out and changes made to it from time to time
- Displaying some identity cards with photo issued by the employer

• REVIEW & FEEDBACK

Monthly review meetings will be held to discuss status of the work and progress made

- **TENURE**

The Study Report shall be submitted within 3 (three) months from the date of issue of work order

Responsibilities

Sr. No.	Responsibilities of the Agency	Responsibilities of Tea Board
1.	To fulfill the terms and conditions of the Bid including scope of work and other parameters	Provide timely approval and financial sanction of the project and also facilitate the visits to various tea growing States, meeting with stakeholders/ producers associations/workers associations/Tea Board Officials. Other than that specified in bid document and other than the contracted amount no other expenditure will be borne by Tea Board

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 Agency) to supply the TEA BOARD..... as per Contract No. Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that agency 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 Agency 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 Agency shall render all necessary and efficient services which may be required to be rendered by the Agency in connection with and/or for the performance of the said contract and further guarantees that the services shall be supplied by the Agency under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects and/or otherwise whatsoever and in the event of the agency failing or neglecting to render necessary services as foresaid and/or in the event of the services failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall of against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Agency 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 Agency'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 Agency 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 equipments have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Agency and a No Demand Certificate submitted to this effect by the Agency.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the Agency 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 Agency 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 Agency or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the Agency 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

1. Subject: Authorization for attending Bid opening on -----in the tender at Tea Board Kolkata for Publishing A Paper On Tea Industry In The Country Covering The Functioning Of Tea Gardens And Status Of Workers Welfare By Tea Board

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 2,00,000/- (Rs. two Lakhs Only), towards the refund of earnest money deposit paid in respect of the tender for Publishing A Paper On Tea Industry In The Country Covering The Functioning Of Tea Gardens And Status Of Workers Welfare By Tea Board against tender number -----.

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 X

PRICE SCHEDULE (Financial Bid)

Sl.	Description of items	Total price (all inclusive etc) (Rs.)
1.	Publishing A Paper On Tea Industry In The Country Covering The Functioning Of Tea Gardens And Status Of Workers Welfare By Tea Board	In figures Rs.----- In words Rupees----- ----- -----

Signature of Tenderer with Seal

Notes:- The bidder understands that :-

- .
- 1. Rates are quoted as inclusive of all prevailing taxes and service tax which will be charged as applicable at the time of actual billing.
- 2. The bid will be evaluated on the basis of total price as quoted.
- .

Signature of Tenderer with Seal