



BID DOCUMENT

TENDER FOR

DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION, TESTING
COMMISSIONING OF L.T. AUTOMATIC POWER FACTOR
CORRECTION PANEL

AT THE PREMISES OF

TEA BOARD
14, B.T. M. SARANI
KOLKATA- 700 001

Tender no. TB-TC/APFC/2015-16 / 549 DT. 29.7.15

TENDER NOTICE

Tender no. TB-TC/APFC/2015-16/549

DT. 29.7.15

Secretary, Tea Board invites sealed Tenders from reputed Agencies /Farms/Contractors having capabilities and experiences for design, development, manufacture, supply, installation, testing, commissioning of suitably rated (KVAR) capacitor contactor switch Microprocessor based L.T. APFC Panel with De tuned Passive LC filter for elimination of Harmonics (if required) including supply of labour, materials and any other items as may be required to complete the job on Turn Key Basis

The scope of work has been elaborated in the Bid Document.

1. Cost of Tender Paper : Rs.500.00 (five hundred) only
2. Earnest Money : Rs.10000.00 (ten thousand) only
3. Due date/time of receive of Tenders : 17.8.15 within 15.00 hrs
4. Opening date/time of Tenders : 17.8.15. at 16 .00 hrs

Tender Document may be downloaded from the web site of Tea Board (www.teaboard.gov.in) in which case a D.D / Pay Order of Rs. 500 and Rs. 10,000/- in favour of Tea Board payable at Kolkata, be attached with the Technical Bid of tender towards the cost of Tender Document and Earnest Money respectively. In case any deviation is found in the tender document submitted by the tenderers from the contents mentioned in our web site and / or non submission of the cost of tender document and/or earnest money the tender shall be liable for rejection

Tea Board Authority reserves the right to cancel the NIT and reject any/all tenders without assigning any reasons what so ever. In that case no claim should be entertained by Tea Board

Secretary I/C

SECTION- I

INFORMATION TO BE GIVEN BY THE TENDERERS

1. Name of the Bidder Firm/Company /Agency :
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) :
7. Details of Experience :
8. P.T. Certificate with challan(current) :
9. Vat Registration Certificate with challan(current) :

- 10 S.T. Certificate with challan (current) :

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 having its Head Office at 14 B.T.M Sarani, Kolkata 700001'
- b) "The Competent Authority means the Chairman Tea Board, Kolkata acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Service Provider" or farm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, services and/or other materials which the onractor is required to provide to the purchaser/ Tea Board under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the Tea Board to place the order on the bidder.
- g)"The Work Order" means the order placed by the Tea Board to the contractor duly signed including all attachments and appendices thereto and all documents incorporated by reference therein.
- h)The Work order shall be deemed as "Contract" appearing in the document.
- I) "The Contract Price" means the price payable to the contractor under the order for the full and proper performance of its contractual obligations.
- j)"Validation" is a process of testing equipment/materials as per the Generic Requirements in the specification for use in TEA BOARD. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

2 .ELIGIBLE BIDDERS:

Indian companies registered to take up the tendered item of work and whose annual turnover in the last three financial years was more than Rs.10 Lacs and 4 lacs in a single contract are eligible to participate in the tender. Further , the Farm should have supplied and commissioned similar type of APFC panel within last four years (Documentary proof for the same shall be attached.)

Bids not confirming to these conditions will be rejected outright.

Tea Board Authority reserves the right to cancel the NIT and reject any/all tenders without assigning any reason what so ever

BID DOCUMENT:

3. BID DOCUMENTS:

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender2. Instructions to Bidders3. General Conditions of Contract4. Special Conditions of Contract5. Schedule of Requirements6. Technical Conditions of Contract (evident as per Cl. Nos. 2, 10,11,12, scope of work including what kind of Technical design is proposed for the system7. Make, model, type,specification (as detailed as possible) offered in the tender shall be specified in the Technical Bid for evolution of the bid8. Current IT Return/IT clearance certificate9. Experience Certificates10.Turn over Certificate11. Other documents asked for in the tender doc.12.Any other document as the bidder may wish to submit in support of the bid.13 Trade Licence	<ol style="list-style-type: none">1. Price Schedule2. Any other document as the bidder may wish to submit in support of the bid.

4 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.**

5.The contractor is required to visit the site and discuss the matter with the authorized personnel to get acquainted with the requirement and nature of job before submission of offer

6. The prospective bidders may attend the PRE-BID MEET on 12.8.15 at 15.00 hrs to discuss clauses in the tender document.

7. AMENDMENT OF BID DOCUMENTS:

7.1 At any time, prior to the date of submission of bids, the purchaser 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.

7.2 The amendments shall be notified in writing or by e-mail or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

7.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

8. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of 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.
 - (d) A Bid form duly filled in by the bidder.
 - (e) Other documents as per clause 3.

- II. **Financial bid** shall contain the Price schedule, completed in accordance with clause no. 9 &10

9. BID PRICES:

9.1 The bidder shall give the total composite price of all levies and taxes, packing, forwarding, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in Section VII

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

- (i) The price of the goods, Excise duty, Sales Tax, Insurance, Freight and other statutory taxes payable by the bidder and the installation/commissioning charges, if any, shall also be quoted separately item wise.
- (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.

9.3 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.**

9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of equipment/system offered.

9.5 "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, free supply, etc into account.

9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable as per clause 9.2 is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- (i) Certificate of Incorporation.
- (ii) Registration Certificate.
- (iii) Annual turnover certificate for more than Rupees -----.(as per cl. 2)
- (iv) Certificate in respect of capability and experience
 - a. -----(work experience description)-----
--- in Government/Semi Government organization.
 - b. -----(work experience description)-----

 - c. -----(work experience description)-----

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

10.2a. To judge the financial capabilities, the firm shall furnish document showing turnover.

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

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

11. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:

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

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

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

12. BID SECURITY/ EARNEST MONEY

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 10,000/- (Rupees ten thousand) only

12.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of a crossed Demand Draft 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 purchaser as non-responsive.

12.5 The bid security of the unsuccessful bidder will be discharged /returned as promptly as possible

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 25 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 he fails
 - i) to sign the contract in accordance with clause 26,
 - ii) to furnish performance security in accordance with clause 12

13. PERIOD OF VALIDITY OF BIDS:

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

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

14. FORMAT AND SIGNING BID:

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

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

14.1 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.

SUBMISSION OF BIDS

15. SEALING AND MAKING OF BIDS:

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

15.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE
- (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) Tea Board shall not be responsible if the bids are delivered elsewhere.

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

16 DATE OF SUBMISSION OF BIDS:

- 16.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 15.00 Hrs on 17.8.15.....
- 16.2 Tea Board may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended

17 LATE BIDS:

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

18. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid.

19. BID EVALUATION :

- 19.1 Tender will be evaluated in two phases.-Technical bid evaluation and the Financial bid evaluation
- 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.
- 19.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 19.4 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 19.5 Tea Board Authority 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. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

20.1 First, Technical Bid evaluation will be done and marks will be awarded out of 50 marks as per clause no.20.2. Bidders obtaining 50% and above marks in the Technical evaluation will be considered qualifying for financial bid evaluation and in financial bid evaluation the lowest offer (L1) should be the only criteria.

20.2 The comparison for evaluations shall be on the basis of total numbers of years of experience (10 marks),turn over(10 marks), working with Govt./Semi Govt. organization (5 marks), overall presentation of the project(25 marks), price bid for the execution of the project including goods offered inclusive of all taxes and levies, installation/commissioning charges. The purchaser shall evaluate in detail and compare the bids for technically qualified and substantially responsive bidders pursuant to clause 16.

21. AWARD OF CONTRACT:

Tea Board Authority shall consider placement of the order for undertaking the job to whom whose offer found technically (approved /validated by the Authority), commercially & financially acceptable and as per requirement specified in the Tender Document. After evaluation of the financial bid lowest bidder will be awarded the contract

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

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

23. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The purchaser reserves the right at the time of award of contract to increase or decrease 10% of the quantity of goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity or other items and conditions

24. QUALITY ASSURANCE REQUIREMENTS:

The contractor shall ensure Quality of the material and services provided.

25. ISSUE OF ADVANCE PURCHASE ORDER OR LOI ;

It shall constitute the intention of the Authority to enter into the contract with the bidder
The bidder , shall within 15 days of the issue of Advance P.O. ,give his acceptance along with performance security .

26. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of the contract with the bidder

27. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 26 shall constitute sufficient ground for the annulment of the award and forfeiture of bid security in which event the Tea Board Authority may make the award to any other bidder at its discretion or call for new bids

28. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid:

i) The bids will be recorded unopened, if covers are not sealed with wax or PVC tapeii)The bids will be rejected at opening stage if bid security is not submitted as per Clauses & bid validity is less than the period prescribed in clause 11.1 mentioned above.

- iii) Clause 2 & 7 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 7 section II are not enclosed, the bids will be rejected without further evaluation.
- iv) If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- v) Commercial conditions if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- vi) Price Schedule – Prices are not filled in as prescribed in the price schedule.

Secretary (I/C)
Tea Board

SECTION III

GENERAL CONDITION OF CONTRACT

1 APPLICATION:

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

2 STANDARDS:

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

3 PATENT RIGHTS:

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

4 PERFORMANCE SECURITY:

- 4.1 The successful bidder shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of supplier's receipt of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 4.3 The performance Security Bond may be in the form of bank guarantee issued by a Scheduled Bank
- 4.4 The performance Security Bond will be discharged by the purchaser after completion of the Supplier's performance obligations including Warranty obligations under the Contract.

5 INSPECTION AND TESTS:

- 5.1 The successful bidder shall provide the Test Certificates for different items supplied by him. All reasonable facilities and assistance like Testing Instruments and other test gadgets should be furnished to the Purchaser as may be necessary for the above purpose.
- 5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 5.3 Nothing in clause 5 shall, in any way; release the supplier from any warranty or other obligations under this contract.

6. INDEMNITY CLAUSE

The contractor will not hold Tea Board responsible for any due or any loss, damages, injury to his personnel or any legal liabilities due to any default on his part or any other unwanted happenings and hold Tea Board harmless.

7. WARRANTY

7.1 The contractor shall warrant that the stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design, and shall remedy such defects at his own cost when called upon to do so by the purchaser.

Replacement under warranty clause shall be made by the contractor free of all charges at site including local taxes/duties, freight, insurance and other incidental charges.

7.2 Guarantee Period.

The stores covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 (twelve) months from the last date of commissioning. The above Guarantee Certificate shall be furnished to the purchaser. Any defect noticed during this period should be rectified by the Contractor free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from the Purchaser.

Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning

8. ANNUAL MAINTENANCE CONTRACT

The work executed by the agency may be brought under Annual Maintenance Contract after expiry of warranty / guarantee period for total 3 years, one year at a time. The contractor shall have to provide minimum TWO times servicing/over hauling/corrective/preventive maintenance per annum. They also shall have to attend within 24 hours on getting intimation from Tea Board hours in case of break down or any other emergency situation including normal periodical visit.

Following activities will have to be under taken

- i) Rectify the defects
- ii) Maintain a consolidated Log Book wherein corrective/preventive maintenance undertaken by the contractor shall be entered and the same shall be counter signed by the user
- iii) Contractor shall furnish Performance Security amounting to 10 % of 3 years AMC charge
- iv) In case of replacement of major items additional payment shall be made on the basis of actual cost, but no additional service charge would be applicable
- v) AMC charge will be paid half basis.

9. TERMS OF PAYMENT

- i) 70 % payment shall be made within one month on satisfactory completion of the job.
- ii) Balance 30 % will be released after two month against satisfactory performance

10. INSURANCE:

The goods shall be got insured by the contractor up to a minimum period of 30 days after the sore is delivered to the consignee. The supplier will be responsible till the entire quantity of the goods. ordered for arrival in good working conditions at destination is received by the consignee. The consignee will, immediately but not later than the prescribed period of insurance of arrival of the goods at the destination, notify the contractor of any loss or damage to the goods that may have occurred during transit. The period of insurance covered will be indicated by the contractor to the consignee/paying authority. In case of any loss/damage during transit, the case will be lodged by the supplier with the concerned authority on receipt of report from the consignee/paying authority. The goods should, on no account be dispatched and delivered without Quality Assurance Certificate from the manufacturer.

11. PRICES:

- i) a) Prices charged by the supplier for Goods delivered and services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid.
 - b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices.
- ii) (a) Price once fixed will remain valid for the period of delivery. Increase and decrease of taxes/duties will not affect the price during this period.
 - (b) In case of delayed supplies after delivery period the advantage of reduction of tax/duty would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax/duty.

12. CHANGES IN PURCHASE ORDERS:

12.1 The purchaser may, at any time during installation & commissioning period, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the purchaser.
- (b) The method of transportation or packing.
- (c) The place of delivery; or
- (d) The services to be provided by the supplier.

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

13. SUBCONTRACT

The Supplier shall notify the purchaser in writing of all subcontracts awarded if not already specified in his bid. Such notification in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

14 TIME PERIOD OF WORK:

The job shall be completed within 45 from the date of placement of Work Order

15. DELAYS, LIQUIDATED DAMAGES:

- i. In case of extension in the Delivery, Installation, Testing and Commissioning period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work:

S. No.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period / completion of work as per clause 15	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 15	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 15	7.5 %
4.	Delay exceeding three fourth of the prescribed period / completion of work as per clause 14	

The maximum amount of liquidated damages shall be 10%.

- ii If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery, Installation, Testing and Commissioning.
- iii Delivery, Installation, Testing and Commissioning period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder
- iv. Liquidated Damages would be deducted from the Payment due for that milestone as mentioned above

16. 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 Purchaser in this regard shall be final.

16A. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after ref to as event provided notice of happenings, of any such eventuality is given by either party to the other within 21 days

from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

17. TERMINATION FOR DEFAULT:

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

(a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.

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

(c) If the Supplier, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

18 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

19 ARBITRATION:

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 arbiter at Kolkata . The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. 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 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.

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.

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.

20 SET OFF:

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the ' **Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II 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 clause 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. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
5. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents..
6. (i) The equipment proposed to be supplied should be a branded as mentioned in the tender document one with latest technology & market trend to the satisfaction of the purchaser.

(ii) The supplier shall carry out all necessary changes/repairs ensure trouble-free operation on agreed terms in AMC for a period of -3- years from date of commissioning of all the equipment.and/or warranty period
7. (i) Supplier will be required to furnish proper Quality Assurance Certificate of all items from the manufacturer of the product. Vendor should clearly mark the manufacturer details, model number etc. Reports will be examined by the purchaser at the site of supply.

(ii) All the clauses of the GR are mandatory except mentioned otherwise and must be unconditionally complied. The bid shall be rejected if equipment does not comply with any of the mandatory clauses.

(iii) The Agency shall quote for a comprehensive Annual Maintenance Contract for 3 years . The cost of AMC shall be quoted as a lump sum including visits of the engineers as and when required
- 8.. The work job shall be executed as per BIS code of conduct, ISI rule and norm ,Indian Electricity rules and Act and other rules and Act and amended time to time upto date

SECTION-V

Scope & Description of Work:

Presently Tea Board is drawing electric power from CESC (H.T. 6.6 KV) through CESC Switch Gear unit. This power is fed to two transformers of capacity 630 KVA (Dry Type) and 400 KVA (Oil immersed). After Step-down L.T. Voltage is fed to bus bars of two separate PCC with bus coupler arrangement and load is distributed to different load centers from the separate bus bars (the bus coupler is presently remaining disconnected) .

The scope of work includes, design development, manufacture, supply, installation, commissioning of required capacity APFC Panels in built with Heavy duty Capacitor in suitable no. of stages (extract of energy bills during the period from **January 13** to **January 14** is enclosed at Annexure -1 for reference) for improvement of system power factor at desired level, energy incentive for higher power factor , optimization of connected load for improved power factor (around 99%), decrease maximum demand KVA, protection against leading P.F.,etc. The job also includes installation of separate APFC panels for 630 KVA & 400 KVA Transformer with common indication of Power Factor recorder of the total load . Laying of cable, installation of capacitor bank, APFC Panel , servicing / maintenance of Bus Bar should done accordingly .

The bidder shall provide details of Capacitor Bank, KVAR ratings for fixed capacitor including Transformer compensation and that of switching capacitors in different stages /steps, type of switching , details of APFC panel, electrical lay out drawing and other accessories/ equipments like meters, etc. required to complete the job on Turn Key basis.

An energy audit for Tea Board Building was carried out during January 2009. An exhaustive study was carried to measure the total Harmonics Distortion % THD) with load condition and low load condition. In Tea Board harmonics is supposed to be generated from non linear load like UPS, computer and other electronics devices. In this connection a Table is annexed at IIa & IIb' for your reference (De Tuned Harmonic filter Reactor may be installed, if requires) . During Energy Audit Centralized A/C plant was under repair/maintenance

The scope of work also include removal of existing defunct Capacitor Bank/ panel and HT OCB and the space be utilized for installation of new Capacitor bank , panel, etc. The tenderer shall separately quote for purchasing /buying those materials .

Section -VI

BID FORM

Tender No.
(Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and installation, etc APFC Panel in conformity with said drawings, conditions of contract and specifications for sum of Rs.(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

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

If our bid is accepted, we will submit 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 Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated, this

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION- VII

PRICE SCHEDULE (FINANCIAL BID)

SL. NO.	Description of Items	Qty.	Total Price inclusive of ED/ST/Insurance/Levy/Octroi/Labour, etc (Rs.)
1.	Supply, installation testing, commissioning of suitably rated/KVAR, L.T. APFC Panel in built with Heavy duty Capacitor bank (fixed and switching in suitable no. of stages) consists of suitable capacity TP MCCB , Copper bus bar, digital meters with selector switch, APFC relay(micro processor based), indicating lamp, fuses/MCCB for control circuit protection, C/Ts, capacitor duty contactors , aux. contactor, push button, cable, wires, including de-tuned Harmonic filter Reactor (if required),servicing/O.H of existing bus coupler, removing the existing Defunct panel/OCB and any other items as may be required to complete the job on Turn Key basis.	Total job	-----
2.	AMC charge per year (after warranty period) for three years as per clause no.8 of General condition of contract		----- per year
3	Purchase rate for buying back defunct materials (as per scope of work)	(Lump sum)	

Signature of Bidder with seal

a. The bidder shall indicate the proposed KVAR rating of the APFC Panel/capacitor Bank , no. of stages of APFC relay, specification for TP MCCB, and also for other items giving details in a separate sheet

b.The bidder shall separately indicate rates for capacitor per KVAR, rate for cable per meter , and also unit rate for other items (as may be necessary) for evaluation

c Separate sheet should be used giving detailed specifications of the items proposed to be supplied against the job along with a G.A. drawing

Proposed make for different items to be used

- a. Capacitor : ISI , IS coded - latest amended
Siemens, L&T, USHA, Mehr, ABB
- b.PVC wire : L&T, Finolex, Anchor, Havells, KDK,
- c. APFC relays : Mikro, Beluk, Lavotor, MK, ABB, L&T, Electronicon,Usha
- d.Cable : Nicco,Gloster,Finolex,Havells

- e. digital meters : Reputed
- f MCCB : L&T, Siemens ,Merlin Gerin ,ABB.Havells
- g.Capacitor duty Contactor : Siemens, L&T, USHA, Mehr, ABB

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EXTRACT OF ENERGY BILLS FROM JAN'13 UPTO OCT'14 EXCEPT APR'14

MONTH	CONTRACT	MONTHLY	BILLING	LOAD	TOTAL	AVG
	DEMAND	DEMAND	DEMAND	FACTOR	ENG.CON	P.F.
	KW	KVA	KVA	%	KWH	%
JAN'13	370	14.04	370	9.86	23052	57.76
FEB'13	370	178.4	370	10.22	21579	55.4
MAR'13	370	370.8	370.8	18.77	43744	67.55
APR'13	370	446.4	446.4	24.93	62997	72.05
MAY'13	370	464.4	464.4	26.35	71113	73.06
JUN'13	370	457.6	457.6	24.29	63048	72.04
JULY'13	370	455.6	455.6	28.15	75021	74.85
AUG'13	370	434.8	434.8	22.17	57800	72.6
SEPT'13	370	439.2	439.2	27.55	67188	73.75
OCT'13	370	414	414	22.64	g	70.6
NOV'13	370	342.8	370	16.24	36743	64.9
DEC'13	370	169.6	370	11.88	26424	60.31

MONTH	CONTRA	MNTHLY	BILLING	LOAD	TOTAL	AVG.
	DEMAND	DEMAND	DEMAND	FACTOR	ENG.CON	P.F.
	KW	KVA	KVA	%	KWH	%
JAN'14	370	155.6	370	11.3	26624	58.7
FEB'14	370	275.2	370	12.11	25584	61.33
MAR'14	370	412.4	412.4	22.18	52105	69.44
APR'14						
MAY'14	370	448.4	448.4	26	67605	75.32
JUN'14	370	440.8	440.8	27.33	68796	75.39
JULY'14	370	421.2	421.2	28.51	71159	74.95
AUG'14	370	426.4	426.4	26.09	66446	75.05
SEPT'14	370	419.6	419.6	29.01	69163	75.4
OCT'14	370	420.4	420.4	21.72	53895	73.34

NB: FROM NOV 15TH UPTO FEB'14TH AC PLANT DOES NOT OPERATE
ONLY BLOWER SECTION IS OPERATED FOR MAINTANANCE.

Table: 6

Harmonics Measurements at CESC Main Supply on Essential Power Supply Panel							
Location of LT panel	Order	THD _V (%) (Voltage Mode)			THD _I (%) (Current Mode)		
		RE	YE	BE	R	Y	B
CESC Essential Panel	3 rd	2.6	2.8	2.7	15.2	14.5	13.9
	5 th	1.7	1.7	1.7	9.1	8.9	8.7
	7 th	1.3	1.2	1.5	8.1	9.0	8.6
	9 th	2.7	2.6	2.7	8.5	9.1	8.7
	11 th	0.8	0.7	0.7	8.8	8.6	8.9
	13 th	0.6	0.5	0.4	9.1	8.5	8.8

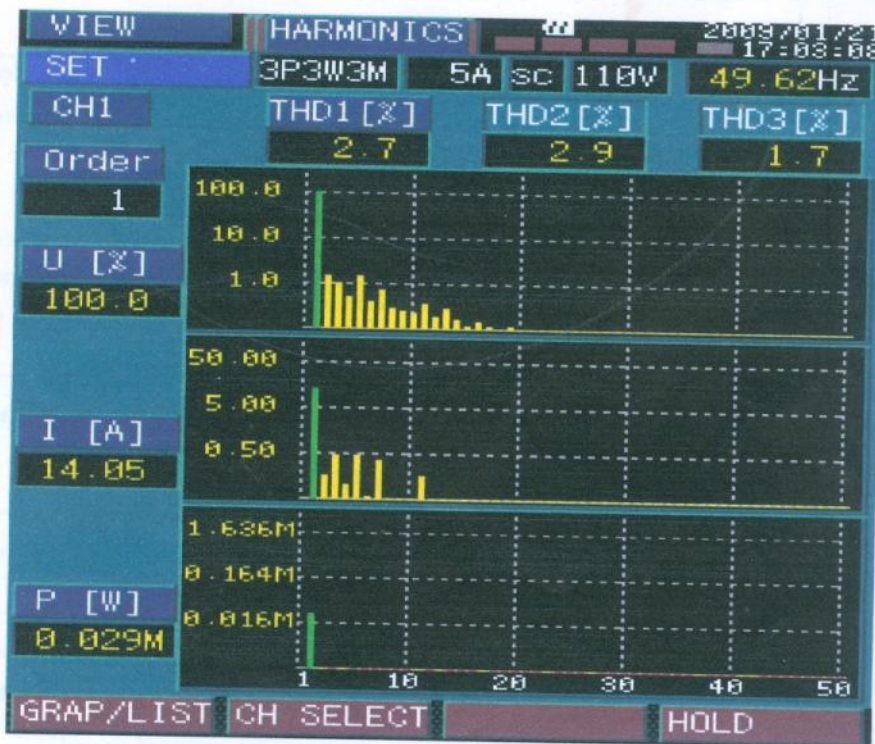


Fig. 14.1 THD (%) with Load Condition



Fig. 14.2 THD (%) with Low Load Condition

9.47
360