



BID DOCUMENT

**TENDER FOR PROCUREMENT OF METAL TEA CADDIES
(EMPTY)**

TENDER NO. 20(06)/Prop/2013

TABLE OF CONTENTS

| Section | Title | Page No. |
|----------------|-----------------------------------|-----------------|
| I | Notice Inviting Tender | 3 |
| | Information to be given by Bidder | 4 |
| II | Instructions to Bidders | 5 |
| III | General Conditions of Contract | 13 |
| IV | Special Conditions of Contract | 17 |
| | Scope and Description of Work | |
| V | Bid Form | 19 |
| VI | Price Schedule | 22 |

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. **20(06)/Prop/2013**
Tender Document : Details are given below
Due date/Time of receipt : **02/02/2016** at 1500 Hrs.
Opening date/ time : **02/02/2016** at 1600 Hrs.

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for **production of 50,000 round tin caddies for Tea Board of India.**

Eligibility of bidder:

Indian companies registered to take up tendered items of work and whose annual turnover in the last three financial years was more than Rupees Fifty Lakhs, are eligible to participate in this tender. Further, the bidder should have capability and experience of at least five years in manufacturing metal containers and developing tin packaging solutions for some organizations/companies of repute, along with its Eligibility conditions as described in detail in the tender document.

Bid security (EMD) shall be Rs. 25,000 (Rupees Twenty Five Thousand Only) payable in the form of demand draft in favour of "Tea Board, Kolkata".

Tender Document may be downloaded from the website of Tea Board (www.teaboard.gov.in), and a DD of Rs. 1000 in favour of Tea Board payable at Kolkata, to be attached with the Technical Bid of tender as the cost of tender document.

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

1. Name of the Bidder Firm/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) :
7. Details of Experience :
8. Trade Licence :

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name:

Signature

(Capacity in which signed)

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "TEA BOARD" means Tea Board Of India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata 700001
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods under the contract.
- e) "The Goods" means all the products which the supplier is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having experience of manufacturing metal containers and developing tin packaging solutions for some organizations/companies of repute for at least five years and whose annual turnover in the last three financial years was more than Rupees Fifty Lakh.

Bids not confirming to these conditions will be rejected outright.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENT:

4. BID DOCUMENTS:

4.1 The goods 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. Current IT Return7. Experience Certificates8. Specifications, dimensions and other details of the goods being offered in the tender shall be specified in the technical bid.9. CA certified Annual Turnover Certificate of Minimum Rs. Fifty Lakh for the last three financial years10. Bid Form11. Other documents asked for in the tender form12. Any other document as the bidder may wish to submit in support of the bid. | <ol style="list-style-type: none">1. Price Schedule2. Any other document as the bidder may wish to submit in support of the bid. |

4.2 **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. CLARIFICATION OF BID DOCUMENTS:

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

6. AMENDMENT OF BID DOCUMENTS:

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

6.2 The amendments shall be notified in Writing or by Telex or FAX or E-mail 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.

- 6.3 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.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

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

I. Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with '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.
- (c) A clause-by-clause compliance
- (d) A Bid form duly filled in by the bidder
- (e) A copy of each and every page of the Tender document duly signed by the Authorised signatory, along with the company seal, signifying the acceptance of all the terms and conditions of the Tender document by the Bidder

II. Financial bid, which shall contain the Price schedule.

8. BID FORM:

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

9. BID PRICES:

- 9.1 The bidder shall give the total composite price of all levies and taxes, packing, forwarding, and freight. 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 VI in Indian Rupees
- 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, Freight and other statutory taxes payable by the bidder shall 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 goods 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, and freight. Break-up in various heads like ED, Sales Tax, freight and other taxes paid/payable 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) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) CA certified Annual turnover certificate for more than Rupees Fifty Lakh for the last three financial years.
- (v) Certificate in respect of capability and experience of at least 5 years

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 balance-sheet showing turnover.

11. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:

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

11.2 The documentary evidence of the goods conformity to the Bid Documents may be in the form of literature, drawings, data.

12. BID SECURITY:

12.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 25,000 (Rupees Twenty Five Thousand only). The bidders who are registered with National Small Scale Industries Corporation (NSIC) under Single point Registration Scheme may be exempted from bid security. A proof regarding current registration with NSIC for the Tendered Item will have to be attached along with the bid.

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

12.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable. 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.

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 but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser.

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

12.7 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or

- (b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract, or
 - ii) to furnish performance security for an amount of 10% of the contract value.

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 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. The Technical Bid shall contain a copy of each and every page of the Tender document duly signed by the Authorised signatory, along with the company seal, signifying the acceptance of all the terms and conditions of the Tender document by the Bidder.

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).

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MAKING OF BIDS:

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

15.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:
The 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 purchaser shall not be responsible if the bids are delivered elsewhere.

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

16 SUBMISSION OF BIDS:

16.1 Bids must be received by the purchaser at the address specified not later than 1500 Hrs on 02/02/2016.

16.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids 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 shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by E-mail/TELEX/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1600 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).

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

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

20 CLARIFICATION OF BIDS:

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

response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

21 EVALUATION OF BIDS:

- 21.1 Tender will be evaluated in two phases - technical bid evaluation and financial bid evaluation. Only those bidders who qualify the technical bid evaluation will be allowed to participate/attend the financial bid opening stage.
- 21.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, the purchaser 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. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.
- 21.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- 22.2 The comparison for evaluations shall be of price of the goods offered inclusive of all taxes and levies.
- 22.3 The tender will be evaluated based on the quoted price for **production of 50,000 tin caddies for Tea Board of India.**

23 CONTACTING THE PURCHASER:

- 23.1 No bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

The purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically (type-approved/validated by the purchaser), commercially and financially acceptable.

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

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

26. 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.

27. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:

The issue of an Advance Purchase Order or LOI (Letter of Intent) shall constitute the intention of Purchaser to enter into the contract with the bidder.

The bidder shall, within 15 days of issue of an advance purchase order, give his acceptance along with performance security.

28. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security for an amount of 10% of contract value, the purchaser shall discharge the bid security.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

30. 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) Clause 15.1 of section II – The bids will be recorded unopened, if covers are not sealed with wax or PVC tape.
- (ii) Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (iii) Clause 2 & 10 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 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Section III – Commercial conditions & section V – Technical Conditions – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (v) Section VI: Price Schedule – Prices are not filled in as prescribed in the price schedule.
- (vi) Section II clause 9.5 on discount, which is reproduced below:
“Discount, if any, offered by the bidder 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 clearly NET PRICE taking all such factors like Discount, free supply etc. into account.”

SECTION III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

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

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 supplier 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.

5 INSPECTION AND TESTS:

5.1 The purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications.

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.

6. DELIVERY:

6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

6.2 The Delivery of the goods shall commence immediately on placement of purchase order and be completed within 60 days.

7. PAYMENT TERMS:

7.1 Full Payment of the cost of goods as mentioned in the Price Schedule will be effected only after full delivery of the goods by the consignee. For claiming the payment the following documents are to be produced before paying authority:

- i) Invoice
- ii) Delivery Challan
- iii) Receipt from the consignee
- iv) Excise invoice in case of local manufacture by the bidder in case bidder is manufacturer

7.2 (i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

(iii) No payment will be made for goods rejected at site on testing

7.3 No advance payment will be considered. Payment for work awarded will be made to supplier after completion of work to the satisfaction of Tea Board.

7.4 Tea Board is not bound to accept the lowest or any other bid received from interested suppliers or to assign any reason for non-acceptance. Tea Board reserves its right to accept the tender either in full or in part. Conditional Bids will be rejected outright.

8. PENALTY CLAUSE

Details of penalty in case of undue delay in execution of work allotted and under performance will attract the following percentage of deduction from the total cost of the job/work:-

- (i) For delay up to one week - 05%
- (ii) For delay up to two weeks - 10%
- (iii) For delay beyond two weeks - 15%.
- (iv) In case of underperformance or delay beyond one month, Tea Board reserves the right to cancel the contract and blacklist the Supplier.

9 PRICES:

- i) a) Prices charged by the supplier for Goods delivered 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.

10 SUBCONTRACTS:

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.

11 TIME PERIOD OF WORK:

45 days

12 DELAYS, LIQUIDATED DAMAGES:

a. 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.

13 FORCE MAJEURE:

- a. If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the 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.

14 TERMINATION FOR DEFAULT:

13.1 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.
- (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.

13.2 In event the purchaser terminates the contract in whole or in part, 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.

15 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.

16 ARBITRATION:

- 15.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the 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.
- 15.2 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.
- 15.3 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.

16. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by 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. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee 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. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
5. 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.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
8. 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.
9. The supply will be accepted only after the tests are carried out by a team identified by the purchaser as per prescribed schedule.
 - i. The supplier shall supply all the goods as mentioned in schedule of requirement in the tender document.
- 10. EXPERIENCE:**

The bidder should have capability and experience of at least five years in manufacturing metal containers and developing custom tin packaging solutions for some organizations of repute.

11. 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.

SCOPE AND DESCRIPTION OF WORK

The supplier must manufacture and deliver to Tea Board 50,000 round metal tin caddies (empty) of the following 5 varieties:

- (1) Darjeeling – 20,000
- (2) Assam Orthodox – 15,000
- (3) Nilgiri Orthodox – 10,000
- (4) Masala Chai – 2,000
- (5) Sikkim – 3,000

The technical details and printing specifications for the caddies are as follows:

Type :- Cylindrical Flush Design Tins

Finished Can Height :- 155 mm (+/- 5mm)

Finished Diameter of the Can:- 75mm (+/- 2mm)

Finished can without Lid :- 135 mm (+/- 3mm)

Raw Material :- Prime Quality Tin Plate of 0.22 +/- 0.03 mm thickness

Internal Lacquer:- Food grade lacquer properly stoved at 220 deg C.

Outside Surface:- Coated with Base Size; Special Gold & printed as per approved design. Followed by 2 coat of Varnish.

Lid:- With food grade plastic insert. Should be moderately tight fit.

Bottom:- To be crimped tight fit.

Printing : Five colour

The approved design to be printed on the caddies will be given by Tea Board.

The selected bidder will have to share two samples of all the five varieties of caddies. Approval must be taken from Tea Board for the shared samples, before commencement of production of the caddies.

Tea Board will also share samples of metal caddies with the selected bidder.

SECTION V

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver 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 delivery of all the items 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 obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal 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 day of 2016.

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on 02/02/2016 at Tea Board Kolkata for Tender for Procurement of Metal Tea Caddies (Empty) on behalf of _____.

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.

| <u>Order of preference</u> | <u>Name</u> | <u>Specimen Signature</u> |
|----------------------------|-------------|---------------------------|
|----------------------------|-------------|---------------------------|

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 25,000/- (Rs. Twenty Five Thousand Only), towards the refund of earnest money deposit paid in respect of the tender for Procurement of Metal Tea Caddies (Empty) against tender number 20(06)/Prop/2013.

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 VI
PRICE SCHEDULE (Financial Bid)

| SL | Description of items | Qty Nos. | Total Price inclusive of ED/ST/Levy/Octroi/Labour/Transportati on etc. |
|-----------|--|---------------------|---|
| 1) | Production of 50,000 round tin caddies for Tea Board of India | 50,000 | In figures Rs..... In words Rupees |

Signature of the bidder along with seal.