



Tea Board India

(Under Ministry of Commerce & Industry, Dept. of Commerce, Govt. of India)
14, B.T.M Sarani (Brabourne Road), Kolkata- 700 001

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Tender No. 8(7)/2016/Prom

Dated: 23rd July, 2018.

NOTICE INVITING TENDER THROUGH e-PROCUREMENT

E-tenders are invited through Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> on behalf of Deputy Chairman, Tea Board, Kolkata from reputed consultants /professional agency having experience in relevant field with technical back up & expertise in preparation of a Detailed Project Report (DPR) for Setting Up of a Tea Park near Dhamra Port in Odisha.

Manual bids shall not be entertained.

Tender document follows after this page and may also be downloaded from e-Procurement website of Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Key Events and Dates as under:

Key Events and Dates (Tentative)

SL. No	Information	Dates/Details
1.	Publication date of the Tender	23.07.2018 5:00 PM
2.	Document Download / Bid Submission Start Date	23.07.2018 5:00 PM
3.	Pre-Bid Meeting	08.08.2018 3:30 PM
4.	Document Download / Bid Submission End Date	23.08.2018 2:00 PM
5.	Bid Opening Date	24.08.2018 2:00 PM

Sd/-

(S. Soundararajan)

Secretary



BID DOCUMENT

TENDER FOR "PREPARATION OF DETAILED PROJECT REPORT FOR SETTING UP A TEA PARK NEAR DHAMRA PORT IN ODISHA"

TENDER NO. 8(7)/2016/Prom



TABLE OF CONTENTS

Section	Title
I	Notice Inviting Tender Information to be given by Bidder
II	Instructions to Bidders
III	General Conditions of Contract
IV	Special Conditions of Contract Annexure I – Scope of Work
V	Bid Form
VI	Performance Security Bond Form Proforma for Letter of Authorization for attending the presentation Pre-stamped Receipt (for refund of EMD/ Bid Security)
VII	Price Schedule



TEA BOARD INDIA
14 B.T.M. Sarani, Kolkata-700 001

SECTION-I
NOTICE INVITING E-TENDER

Office of issue : Secretary, Tea Board, Kolkata
Tender No : TENDER NO. **8(7)/2016/Prom**
Tender Document : Details are given below
Due date/Time of receipt : **23.08.2018 at 14:00 HRS**
Opening date/ time : **24.08.2018 at 14:00 HRS**

E-tenders are invited through Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> on behalf of Deputy Chairman, Tea Board, Kolkata from reputed consultants /professional agency having experience in relevant field with technical back up & expertise in preparation of a Detailed Project Report (DPR) for Setting Up of a Tea Park near Dhamra Port in Odisha.

Tender Document may also be downloaded from the website of Tea Board (www.teaboard.gov.in).

Tender fee is Rs. 5000/- (Rupees five thousand only) to be made through NEFT/RTGS in favour of “Tea Board Tea Fund Disbursement” A/c No. 11107799318, SBI, IFSC SBIN0000144, Branch N S Road, Kolkata. Proof of such payment, indicating the UTR No. and Transaction details should be scanned and submitted along with the Technical bid.

Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two Lakh only). Payment to be made through NEFT/RTGS in favour of “Tea Board Tea Fund Disbursement” A/c No. 11107799318, SBI, IFSC SBIN0000144, Branch N S Road, Kolkata. Proof of such payment, indicating the UTR No. and Transaction details should be scanned and submitted along with the Technical bid.

Prospective Bidders are advised to acquaint themselves with the online e-tendering process and obtain necessary Digital Signature Certificates and registration on the Central Public Procurement Portal.

Event	Timelines	Date
Release of Tender	23.07.2018	
Bidders Meeting	08.08.2018 at 3.30 PM in Board Room of Tea Board	
Last date for submission of Bids	23.08.2018 at 2:00 P.M.	
Opening of bids and Technical Evaluation	24.08.2018 at 2:00 P.M	
Presentation by shortlisted Bidders	to be informed in due course on CPP portal	
Declaration of shortlisted bidders based on Technical evaluation	to be informed in due course on CPP portal	
Opening of Financial Bids	to be informed in due course on CPP portal	
Date of issue of Work Order	to be informed in due course	
Date of submission of draft report	45 days from the date of signing of the contract	
Date of submission of final report	15 days after receiving comments on the draft report	

Sd/-
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.	Details of Technical Personnel with name, designation, qualification and experience	:	
9.	Name of Bank, Account and A/C Number, IFSC, MICR for refunding EMD/Bid Security	:	

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) "Competent Authority" means the Deputy Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, and Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Agency" means the successful bidder supplying the services under the contract.
- e) "The services" means all the services and/or other materials, which the agency is required to submit to the Tea Board under the contract
- f) "Provisional acceptance letter/letter of intent" means the intention of the Tea Board to place the work order on the bidder.
- g) "The Work Order" means the order placed by Tea Board on the Agency signed by the Tea Board 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 Agency under the work order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company / Firm having experience and understanding the Indian tea sector, feasibility studies and projects across the tea value chain. In terms of financial capability it should have an average annual turnover of INR 100 crores or more in the last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17) and should satisfy the following criteria:

1. Have experience of providing consultancy services for a minimum of 15 years in India.
2. Have experience of working with the Tea Industry as a consultant proven by completing not less than 3 projects in the "Tea Sector".
3. A proven record of completion of preparation of Detailed Project Reports (DPR) for at least one project valued not less than Rs. 10 crore in the following sectors – Agro-Processing Industry/ Warehouse Infrastructure in Food Commodities/ Export Oriented Unit in Packeted Food and Beverage Sector.
4. A proven record of completion of DPR for Greenfield Projects funded partly or wholly by the Government of India, State Governments in India, Central Autonomous Bodies, Statutory Bodies and Government Undertakings with value not less than Rs.20 crore in Agri-Infrastructure/ Agri- Logistics Development sectors.

Documentary proof for the above facts shall be attached.

Bids not confirming to these conditions will be rejected outright.



3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. 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:

4. BID DOCUMENTS:

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Index of documents submitted with page numbers.2. Notice Inviting Tender3. Instructions to Bidders4. General Conditions of Contract5. Special Conditions of Contract6. Schedule of Requirements7. Technical Conditions of Contract8. Current IT Return9. Annual Statements for the last three financial years10. Bid Form signed in all pages11. Signed copy of the Tender documents and corrigendum(s)/ addendum(s)12. Other documents asked for in the tender form13. Any other document as the bidder may wish to submit in support of the bid.	<ol style="list-style-type: none">1. Price Schedule

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 utilize the clarifications facility available on the Central Public Procurement Portal.

The prospective bidders may attend the PRE-BID MEET on **08.08.2018 at 3.30 PM** 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.

6. AMENDMENT OF BID DOCUMENTS:

6.1 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.

6.2 The amendments shall be notified in the Central Public Procurement Portal and on the website of Tea Board.



- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, Tea Board 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 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 requirements specified in this document.
- (c) A clause-by-clause compliance
- (d) A Bid form duly filled in by the bidder.

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

8. BID FORM:

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

9. BID PRICES:

- 9.1 The bidder shall give the total price (including services, travel and meeting expenses etc. and GST and other taxes and duties if any).
- 9.2 Prices indicated in the price schedule shall be entered in the following manner:
- 9.3 The price of the services (including services, travel and meeting expenses etc. and GST and other taxes and duties if any). 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.**

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 / Registration Certificate
- (ii) Articles and Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Annual turnover certificate
- (iv) Income Tax Return (Latest)

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

10.3. To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.

10.4 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. In case the same is not available signed undertaking shall be provided.

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

11.2 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 the 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 Deputy 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 Deputy Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

12. BID SECURITY/EMD:

- 12.1 The bidder shall furnish, as part of his bid, a bid security for an amount of **INR 2,00,000/- (Rupees Two Lakhs only)**.
- 12.2 The bid security is required to protect Tea Board against the risk of bidders conduct, which would warrant the security's forfeiture.
- 12.3 Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two Lakh only). Payment to be made in favour of "Tea Board Tea Fund Disbursement" A/c No. 11107799318, SBI, IFSC SBIN0000144, Branch N S Road, Kolkata.UTR No. or Transaction details should be sent by e-mail to teaboardfin@gmail.com and scanned proof of payment should be enclosed along with the Technical bid
- 12.4 A bid not secured in accordance with the conditions of this document shall be **rejected by Tea Board as non-responsive**.
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tea Board.
- 12.6 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.
- 12.7 The bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or
 - (b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract in accordance with the terms and conditions of this document, or
 - ii) to furnish performance security as specified in this document

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tea Board. **A bid valid for a shorter period shall be rejected by the Tea Board as non-responsive.**
- 13.2 In exceptional circumstances, the 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.

14. FORMAT AND SIGNING BID:

14.1 The bidder shall prepare the bid in separate envelopes/ covers for Technical bid and financial bid in the Central Public Procurement Portal.

14.2 The bid shall be typed or printed and digitally signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. All pages of the original bid, except for unamended printed literature shall be digitally signed by the person / persons signing the bid.

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. The bidder shall prepare separate envelopes/cover for technical as well as financial bids.

16 SUBMISSION OF BIDS:

16.1 Bids must be received by the Tea Board at the date and not later than the time so specified in the Central Public Procurement Portal..

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

17 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.

18 MODIFICATION AND WITHDRAWAL OF BIDS:

Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY TEA BOARD:

19.1 A committee of Tea Board shall open the bids on due date and time.

19.2 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.

19.3 The Bidders who fulfill the eligibility criteria, shall be called for making a presentation at Tea Board, Kolkata before the Committee constituted for evaluation of the bid on date ,time and venue to be specified which would carry a weightage in the technical evaluation of the bid.

20 CLARIFICATION OF BIDS:

No post-bid clarification at the initiative of the bidder, shall be entertained.



21 EVALUATION CRITERIA:

21.1 Tender will be evaluated in two phases using Quality cum Cost Based Selection (QCBS) with weighted average of 75:25 for technical and financial proposal respectively. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate/ attend the commercial bid.

In QCBS, only the technical proposals which meet the eligibility criteria are evaluated based on the marking criteria defined and a Technical Score (Ts) is arrived at for the eligible proposals.

The financial proposal of only those consultants which meet the eligibility criteria and score 60 marks out of 100 in Technical Score are opened. The financial proposal with the lowest financial quote is given a score of 100. The financial score of other proposals are computed as below:

$$\text{Financial Score (Fs)} = 100 * (\text{Fm}/\text{Fi})$$

where, Fm = Lowest financial quote and Fi= Financial quote of the bidder

The overall combined score is computed as below:

$$\text{Combined Score (S)} = 0.75 * \text{Ts} + 0.25 * \text{Fs}$$

The bidder with the highest combined score (S) shall be declared as the selected consultant.

21.2 The Technical bids which meet the eligibility criteria as defined in this document and score at least 60 out of 100 marks basis the marking criteria detailed in the table below shall be considered for financial evaluation.

Marking Criteria: Technical Bid			
Sl. No.	Evaluation Parameter	Max Score	Supporting Document
A	Organization	10	
1.	Average Turnover of the entity for the last three years (FY 2015-16, FY 2016-17, FY 2017-18) <ul style="list-style-type: none">• INR 100-500 crs: 5 marks• More than INR 500 crs: 10 marks	10	Certificate from statutory auditor / audited financial statements (Revenue from Consulting Vertical to be considered only and not Audit/Tax)
B	Project Experience	45	
1.	The organization should have experience of having worked in the Tea sector (in India) as a consultant and completed not less than 3 projects (10 marks) in the sector <ul style="list-style-type: none">• Project experience in IT, risk, audit and tax shall not be considered• Pro-bono engagements shall not be considered• 2.5 marks for each additional project subject to overall maximum of 15 marks	15	Proof of completion of work from the Engaging Authority/ Body/ Agency/ organization.
2.	The organization should have experience of having prepared techno economic feasibility reports / detailed project report in: <ul style="list-style-type: none">• At least one project valued not less than Rs. 10 crore Agro-Processing Industry/ Warehouse Infrastructure in	15	Proof of completion of work from the Engaging Authority/ Body/ Agency/ organization.



Marking Criteria: Technical Bid			
Sl. No.	Evaluation Parameter	Max Score	Supporting Document
	<p>Food Commodities/ Export Oriented Unit in Packeted Food and Beverage Sector– 5 marks for each project subject to maximum of 15 marks</p> <ul style="list-style-type: none"> At least one Greenfield Project funded partly or wholly by the Government of India, State Governments in India, Central Autonomous Bodies, Statutory Bodies and Government Undertakings with value not less than Rs.20 crore in Agri-Infrastructure/ Agri- Logistics Development sectors. 5 marks for each project subject to maximum of 15 marks 	15	
C	Team Experience	30	
1.	<p>Team leader should have minimum Ten years of experience and have the following experience:</p> <ul style="list-style-type: none"> Worked on at least one project in the tea sector in India in the past 3 years – 5 marks per project subject to maximum of 10 marks Worked with the Tea Board of India in the past 3 years – 5 marks Worked on Projects in the Packaged Food Products Industry in Export Processing Zones. – 5 Marks 	20	<p>Employment Certificate/ Experience Certificate.</p> <p>Team Leader needs to be a full time employee of the consultant and cannot be outsourced.</p>
2.	<p>A minimum of Two team members each having minimum five years of experience and</p> <p>:</p> <ul style="list-style-type: none"> Worked on at least one project in the tea sector in past 3 years – 2.5 marks for each project up to a maximum of 5 marks Post Graduate in Business Management with Finance Specialization – 2.5 marks Worked with Tea Board of India in past 3 years – 2.5 marks 	10	<p>Proof of completion of projects from the Engaging Authority/ Body/ Agency/ organization</p> <p>Scan of Original University/ Institute Degree/ Diploma Certificate for proof of qualification.</p> <p>Proof of completion of work from the Engaging Authority/ Body/ Agency/ organization.</p>
D	Approach & Methodology	15	
1.	Understanding of the context and the bidder's approach to the engagement	5	Presentation to be made before a committee on date to be specified by the Board
2.	Presentation on the Approach and Methodology before the evaluation committee of Tea Board	10	Presentation to be made before a committee on date to be specified by the Board
	Total	100	

21.3 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.



- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 The 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.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 Tea Board shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- 22.2 The comparison for evaluations shall be in accordance with the method outlined in Section 21.

23 CONTACTING TEA BOARD:

- 23.1 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.
- 23.2 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.

24. AWARD OF CONTRACT:

Tea Board shall consider placement of order for work execution to that bidder whose offer has been found technically (validated by the Tea Board), commercially and financially acceptable.

25. 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.

26. ISSUE OF ADVANCE WORK ORDER OR LOI:

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

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

27. SIGNING OF CONTRACT:

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

Upon the successful bidder furnishing of performance security, Tea Board shall discharge the bid security

28. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement 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.



29. 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 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.
- (ii) 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.
- (iii) Clause 11.2 (c) of Section II – If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- (iv) Section VII: Price Schedule – Prices are not filled in as prescribed in the price schedule.

Secretary,

Tea Board, Kolkata



SECTION III

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 signing of the contract agreement.

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 under the Contract.

5. The selected agency will have to execute an agreement with the Tea Board on Non Judicial stamp paper of appropriate value and in format to be provided by Tea Board.

6. DELIVERY:

6.1 Delivery of the services and documents shall be made by the selected bidder in accordance with the terms specified by the Tea Board in its schedule of requirements and special conditions of contract and the services shall remain at the risk of the selected bidder until delivery has been completed. The delivery of the services shall be as per the contract agreement.

6.2 The Delivery of the services shall commence immediately on signing of the contract and be completed within two (2) months of the signing of the contract

6.3 Within 10 days of signing of the contract, the selected bidder have to submit a concept note where in complete project plan showing the breakup of activities and timelines.

6.4 Within 45 days of signing of the contract, the selected bidder has to provide a draft report

6.5 Within 60 days of signing of the contract, the selected bidder has to submit the final report



Deliverables:

- Final print copy with five extra copies along with an editable copy in word file.
- All raw data collected should be given to Tea Board in excel sheet on state wise and segment wise.

7. PAYMENT TERMS:

7.1 Payment of the cost of study as mentioned in the Price Schedule will be effected in the following manner, subject to applicable TDS

- (i) 20% of the total cost will be paid as mobilization advance on commencement of the project
- (ii) 50% will be cleared on submission of the draft report to the Tea Board
- (iii) 20% after the final report, is accepted and approved by the Tea Board
- (iv) 10 % after the final presentation is made at designated place and date to be specified by Tea Board, within two months from the date of completion of the project.

8. SUBCONTRACTS:

The bidder shall notify the 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 bidder from any liability or obligation under the Contract.

9. TIME PERIOD OF WORK: Two (2) months from the date of signing of the contract

10. DELAYS, LIQUIDATED DAMAGES:

10.1 In case of extension in the delivery of the services 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	10 %

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



10.3 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.

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

10.5 Forfeiture of Performance Security: 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.

11 FORCE MAJEURE:

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

11.2 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.

12 TERMINATION FOR DEFAULT:



12.1 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.

(b) 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.

(c) If the Agency fails to perform any other obligation(s) under Contract: and

(d) 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.

12.2 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.

13 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.

14 ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of The Deputy Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The venue of the arbitrator proceeding shall be the office of The Deputy Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

15. SET OFF:

Any sum of money due and payable to the 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 IV

SPECIAL CONDITIONS OF CONTRACT

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

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. The proof of 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 be an Indian Registered Company / Firm meeting the following criteria:

- a) The bidder should have experience and understanding of the Indian tea sector and preparing feasibility reports.
- b) Should have an average annual turnover of INR 100 crores or more in the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17).
- c) 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.
11. If the Tea Board India is not satisfied with the performance of the vendor, the contract can be terminated during the current period after giving 1 months' notice.



ANNEXURE-I

SCOPE AND DESCRIPTION OF WORK

1. **Introduction:** India is the world's second largest tea producer, after China, accounting for 23 per cent of global production. Also the country is the largest consumer of tea globally, with around 80% of its production being consumed within the country. Exports from this country have around 11 per cent share in global shipments. Integrated infrastructure such as tea parks can help tap the under-utilised value added segment. Export of value added products like packet tea, tea bags and instant tea contribute to relatively smaller percentage of the overall exports but contribute to higher revenue share. Given the strategic location and the connectivity, The Tea Board of India wants to prepare a DPR for setting up an integrated tea park near Dhamra Port in Odisha. The proposed facility would have state of the art facilities for warehousing, packaging, blending, testing and allied activities which can be leveraged by global and Indian brands.
2. **Objectives:** The main objectives of the Tea Board in setting up this integrated facility:
 - o Creating India as a manufacturing hub for tea and promoting India as an investment destination for global brands
 - o Boost consumption and exports of quality tea
 - o Encourage value addition in the tea industry which can lead to higher realization

3. **Scope of Work/ Terms of Reference**

The Scope of Work for the proposed engagement will primarily consist of the following modules:

1. Market and Status Study

- i. Indian Tea Export Market.
- ii. Market for Packeted and Value added teas in India and Abroad.
- iii. Existing Mechanisms and infrastructure for packaging and export of teas their drawbacks/ lacunae if any.
- iv. Views of the key tea industry stakeholders viz. various Tea Associations, Tea Exporters, Tea Packeteers, Single and Multi Brand Retailers, Warehouseers and Transporters on the proposed project and their willingness to relocate from their existing location to Dhamra.



2. Technical feasibility study:

- v. Comprehensive study of location of the proposed project from the point of view of availability of land, buildings, infrastructure like water, power, transportation, communication and fiscal incentives etc. in the State/Industrial estate.
- vi. Study of locations in relation to economics of logistics from the point of view of transportation of inward raw material and outward finished products.
- vii. Linkages with the Port of Dhamra and existing rail/ road lines.
- viii. Requirement of common infrastructure viz. warehouse, tea auction centre, tea testing facilities/laboratories, tea research centre, office spaces, weigh bridge etc.
- ix. Study of manpower for the project including technical and managerial manpower in critical functional areas like administration, commercial, finance and accounts and security.
- x. The Technical feasibility would also look into various standards prevailing at present as per the Govt. of India & state regulations including pollution control etc.
- xi. The technical feasibility also should cover aspects pertaining to environmental protection including requirement for treatment of solid liquid and gaseous pollution, if any.

3. Assessment of location(s) and Specifications

- i. The potential project area (s) to be visited and the relevant linkages to be established.
- ii. The profile of the land parcel(s) identified to be studied.
- iii. Comment on the minimum size of land parcel required for setting up the facility.
- iv. Master planning to be done based on industrial cluster concept of town planning.
- v. List of statutory approvals to be prepared and the requirements to be enumerated.
- vi. Statutory requirements to be studied in detail and the master plan to be developed accordingly.
- vii. Infrastructure and Amenities requirement to be established in the master plan.
- viii. Specifications for the Infrastructure and Amenities to be arrived.
- ix. Quality parameters to be established.



- x. Successful set ups in Asia especially DMCC, Dubai to be studied and can be used as input for setting up the facility based on relevance

4. Financial Viability Study

- i. Cost estimate for the development of Infrastructure and Amenities to be drawn.
- ii. Break up of Capital Expenditure and Operating expenses to be provided
- iii. Revenue generation to be assessed (consultation to be carried out with relevant stakeholders)
- iv. Source and mode of financing to be identified
- v. Developing a financial model based on projected profit and loss statement, Cash flow statements etc.
- vi. Preparation of various financial statements like projected profitability statement, break-even analysis, cash-cum-fund flows statements and critical ratios like return on investments, debt service coverage ratio, IRR etc.
- vii. Comment on key financial metrics such as Debt Service Coverage Ratio
- viii. Cost comparison between present port(s) of operations connecting to ICD Amingaon vis-à-vis Dhamra Port.

5. Promoters and Management:

- i. This section would cover aspects like mode of operation of the project such as setting up of a legal entity for ownership of the project, model of ownership, the strengths and weaknesses of the proposed owners/promoters.
- ii. Modus operandi of the Tea Park – engagement with the stakeholders viz. Tea Packeteers, Exporters, State Government, Dhamra Port etc.

6. Preparation of Detailed Project Report and Presentation

- i. The consultants should come out with a clear methodology of how the study would be undertaken vis-à-vis the requirements under the ToR and the key items that would be part of the study.
- ii. The consultants need to travel to Dubai, UAE, for studying the facility at DMCC, Dubai.
- iii. Submission of a draft DPR incorporating the inputs stated above and analysis of same along with a Draft Presentation to Tea Board.
- iv. Incorporate feedback from Tea Board and submit the final detailed project report
- v. Presentation of the DPR to a panel of key stakeholders as determined by Tea Board within two months of completion of the project. Location may be at New Delhi/ Kolkata/ Bhubaneshwar or any other place within India.



The Bidders personnel shall -

- a) At all times abide by rules for holidays and working hours
- b) At all times strictly follow the confidentiality conditions laid down and changes made to it from time to time
- c) Displaying some identity cards with photo issued by the employer
- d) The team has to be based out of client location during project tenure.

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 2 (two) months from the date of signing of the contract. The project scope and tenure may be extended if required in consultation with the consultant.

RESPONSIBILITIES

Responsibilities of the Agency: To fulfil the terms and conditions of the Bid including scope of work and other parameters

Responsibilities of Tea Board: Provide timely approval and financial sanction of the project and also facilitate meetings with producers and key stakeholders in the tea industry and other key Tea Board officials at different states. Other than that specified in bid document and other than the contracted amount, no other expenditure will be borne by Tea Board.



SECTION V

BID FORM

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

Dear Sir,

Having examined the conditions of contract and specifications including addenda / corrigenda (if any), we, undersigned, offer to provide our services in conformity with the conditions of contract.

We undertake, if our bid is accepted, to complete delivery of all the services specified in the contract within the specified timeframe as calculated from the date of signing of the contract agreement.

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 **60** 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 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, 2018.

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature



SECTION VI

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 (herein after 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 which 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 3 months after the final deliverable is submitted, 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 3 months from the date of submission of final report and all dues from Tea Board has been fully paid thereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 3 months from the date of submission of final report and all dues from Tea Board has been fully paid 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 3 months from the date of submission of final report and all dues from Tea Board has been fully paid or an extension thereof the same shall be enforceable against the bank not withstanding the fact the same is enforced after the said period of 3 months from the date of submission of final report and all dues from Tea Board has been fully paid 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.

<p>Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:</p> <p>1. _____</p> <p>2. _____</p>	<p>Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:</p> <p>1. _____</p> <p>2. _____</p>
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Proforma for Letter of Authorization for Attending Presentation

Subject: Authorization for attending Presentation on [.] in the tender at Tea Board Kolkata for “**Preparation of Detailed Project Report for Setting Up a Tea Park near Dhamra Port**” on behalf of _____.

Following persons are hereby authorized to attend the presentation 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 three representatives will be permitted to attend the presentation. In cases where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.
2. Permission for presentation, 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 “ **Preparation of Detailed Project Report for Setting Up a Tea Park near Dhamra Port**” 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 VII
PRICE SCHEDULE (Financial Bid)

SL	Description of items	Total Price
1)	Fees of consultancy services for " Preparation of Detailed Project Report for Setting Up a Tea Park near Dhamra Port in Odisha"	In figures INR..... In words Rupees

Signature of the bidder along with seal.

Notes:

1. Rates are quoted as inclusive of all time cost and all out of pocket expense and also inclusive of GST and other taxes and duties if any .

