



-1-

# **BID DOCUMENT**

**TENDER FOR**

**DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION, COMMISSIONING ONE PC DRIVEN DIGITAL/LED DISPLAY BOARD**

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

**TENDER NO. TB-TC/DDB/2012-13/3197**

**DATED 04.06.2012**

## TABLE OF CONTENTS

Section	Title	Page No.
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 (Annual Maintenance Contract) Annexure-II (Scope and Description of Work)	
V	Technical Conditions of Contract	
VI	Bid Form	
VII	Performance Security Bond Form Proforma for Letter of Authorization for attending the bid opening Pre-stamped Receipt (for refund of EMD)	
VIII	Price Schedule	

**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. TB-TC / DDB/2012-13/3197 dt. 4.6.12  
Tender Document : Details are given below  
Due date/Time of receipt : **03.8.12** at 1300 Hrs.  
Opening date/ time : **03.8.12** at 1500 Hrs.

Sealed tenders super scribing enquiry number and due date are invited on behalf of Chairman ,Tea Board, Kolkata for Design, Development, Supply, Installation, Commissioning of one Software based out door, full color PC driven Digital/LED Display Board with strong visual impact ,ultra clear picture illustrating high definition Video.

The proposed display screen requires to generate and disseminate information relating to Tea Industries and other matter as per requirement of Tea Board Authority

The Display Board shall have suitably designed pixel pitch and Screen, size 10.07 ft(w)x 21 ft(h) proper size, It will be PC/DVD based with EP Rom of suitable capacity having auto timing system built in it. The system should have the option of operating on UPS back up power supply..It should be day-visible

The Board shall have to be installed / fixed at a suitable location on the outer face of Tea Board Head Quarter Building so as to be clearly visible from all angles

**Eligibility of bidder:**

Indian companies registered to take up tendered items of work and whose annual turnover in the last 3(three) financial years was more than Rupees 40 lacs-( required financial competency) are eligible to participate in this tender. Further, the bidder should have capability and experience for execution of similar type of job along with its Eligibility conditions as described in detail in the tender document.

Bid security (EMD) shall be Rs.1.00 lack (Rupees one lack) Only payable in the form of demand draft in favour of "Tea Board, Kolkata".

Intending bidders may obtain copy of the tender document from Secretary, Tea Board Kolkata, on payment of Rs. 1,000 (Rupees one Thousand ) only non-refundable, from 11.7.12 to 25.7.12 between 11.00 and 16.00 hrs on any working day

The payment will be accepted at Cash Counter, Tea Board , Kolkata. **Tender Document may also be downloaded from the site of Tea Board (www.teaboard.gov.in) in which case a DD of Rs. 1000 /- in favour of Tea Board payable at Kolkata, to be attached with the Technical Bid of tender towards the cost of tender document**

**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 :  
Name Qualification/s

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)

[Type text]

## **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 and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, 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.
- j) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

#### **2. ELIGIBLE BIDDERS:**

The bidders shall be willing to undertake the AMC and willingness for AMC shall form part of the bid. Documentary proof for the same 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. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

[Type text]

**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 <b>the Technical Bid</b>	Documents to be enclosed with <b>the Financial Bid</b>
Notice Inviting Tender Instructions to Bidders General Conditions of Contract Special Conditions of Contract Schedule of Requirements Technical Conditions of Contract ( what Kind of technical design is proposed for the Display system, support, etc.). Current IT Return Experience Certificates Make, Model No. of the goods being offered in the tender shall be specified in the technical bid and the brochure of the equipment being quoted shall be enclosed. Details of similar nature/magnitude work executed— Service network, customer feed back Turnover Certificate of Minimum Rs. 40 lacs Bid Form Other documents asked for in the tender form Any other document as the bidder may wish to submit in support of the bid.	1. Price Schedule 2. Performance Security Bond Form 3. Any other document as the bidder 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.

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

The prospective bidders may attend the PRE-BID MEET on 30.7.12 at 3.30 p.m. to discuss clauses in the tender document. The venue for such pre-bid meet will be Board Room of Tea Board at its given address.

[Type text]

## **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 e-mail or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

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 of the following components:

#### **I. Technical bid**, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A clause-by-clause compliance as per clause 11.2
- (d) A Bid form duly filled in by the bidder.

#### **II. Financial bid**, which shall contain the Price schedule, completed in accordance with clause 9 & 10.

### **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, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in Section VIII 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, Insurance, Freight and other statutory taxes payable by the bidder and the installation/commissioning charges, if any, shall also be quoted separately item wise.
- (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.

9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

[Type text]

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

9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.

9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable as per clause 9.2 (i) 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) Annual turnover certificate for more than Rupees -----.
- (v) Certificate in respect of capability and experience
  - a. -----(work experience description)-----  
in Government/Semi Government organization.
  - b. -----(work experience description)-----
  - c. -----(work experience description)-----

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

10.2a. To judge the financial capabilities, the firm shall furnish balance-sheet of last three years showing turnover.

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

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

**11. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:**

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

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

- (a) A detailed description of the goods, essential technical and performance characteristics.
- (b) A clause-by-clause compliance on the purchaser'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

[Type text]



(c) -9-

clause-by-clause compliance of Technical specification conditions shall not be considered. The Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

## **12. BID SECURITY:**

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 1.00 (Rupees one lac)- 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, pursuant to Para 12.7.

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 as 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 pursuant to clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

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

(b) In the case of a successful bidder, if he fails

i) to sign the contract in accordance with clause 28, or

ii) to furnish performance security in accordance with clause 28.

## **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, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**

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

[Type text]

**14. FORMAT AND SIGNING BID:**

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

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

14.3 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:  
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE.3.8.12 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 8<sup>th</sup> 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 by Para 15.1 and 15.2, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required by Para 15.1 and 15.2, the bid shall be rejected.

**16 SUBMISSION OF BIDS:**

16.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 1300 Hrs on 3.8.12 The purchaser may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

[Type text]

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

**17 LATE BIDS:**

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

**18. MODIFICATION AND WITHDRAWAL OF BIDS:**

17.1 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.

17.2 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 TELEX/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

**E. BID OPENING AND EVALUATION**

**18 OPENING OF BIDS BY PURCHASER:**

18.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. 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

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

18.3 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 PRELIMINARY EVALUATION (TECHNICAL BIDS):**

21.1 Tender will be evaluated in two phases. 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.

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.

[Type text]

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, pursuant to clause 22, 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 pursuant to clause 21.

22.2 The comparison for evaluations shall be of price of the goods offered inclusive of all taxes and levies, installation/commissioning charges.

22.3 The tender will be evaluated based on the quoted price for item of work

## **23 CONTACTING THE PURCHASER:**

23.1 Subject to clause 20, 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 and services 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.

[Type text]

**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 in conformity with section VIII provided with the bid documents.

**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 pursuant to clause 27, the purchaser shall discharge the bid security, pursuant to clause 12.

**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. QUALITY ASSURANCE REQUIREMENTS:**

➤ The supplier shall ensure Quality of the equipment and services provided.

➤

**31. 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) 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.
- (v) 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.
- (vi) Section VIII: Price Schedule – Prices are not filled in as prescribed in the price schedule.
- (vii) 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/Services.

**2 STANDARDS:**

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

**3 PATENT RIGHTS:**

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

**4 PERFORMANCE SECURITY:**

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

**5 INSPECTION AND TESTS:**

- 5.1 The 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. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the purchaser premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5 is found defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and supplier shall make good the defective equipment, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements shall be made by the supplier free of all charges at sites. should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of the equipment as the case may be, which is

[Type text]

defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a **Taking Over Certificate**. The inspector/ultimate consignee shall not delay the issue of any "**Taking Over Certificate**" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.

5.6 Nothing in clause 5 shall, in any way; release the supplier from any warranty or other obligations under this contract.

## **6. DELIVERY:**

6.1 Delivery of the goods and documents shall be made by the firm 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 equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The Delivery of the goods and documents shall commence immediately on placement of purchase order and be completed as per schedule

6.3 All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the bidders at no extra cost

### **Deliverables:**

- System Design Documents
- Fund flow & Financial Management System Application for Finance Department

## **7. TRAINING:**

7.1 The bidder shall provide training for installation and operation to maintenance staff of the purchaser free of cost for 1 MONTHS.

7.2 Bidder is required to provide training manuals for all the modules/equipment in electronic form. This manuals should be updated as and when features / functionalities in the system changes.

7.3 Based on the skills of the users, the bidder has to provide comprehensive training and recommend approach for the same.

7.4 Conduct of training of the purchaser's personnel shall be at the supplier's location and/or on site during startup operation and maintenance of the supplied goods

### **Deliverables:**

- Training Plan
- Training Manuals / User Manuals
- Training Sessions to Users
- Installation Manual & Administration Manuals

## **8 INCIDENTAL SERVICES:**

8.1 The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of supplied goods.

[Type text]

© Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any Warranty obligations under this contract.

## 9. WARRANTY:

9.1 The contractor shall warrant that the stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design, and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, one Year after the stores have been taken over under clause 5 above.

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

9.3 Contractor will modify the existing computers/equipments (Hardware & Software) for new technology on cost basis.

### 9.4 **Maintenance Support for 3Years for Software Application**

The Bidder should provide maintenance support for 3 years from the date of go-live of equipment on payment of AMC charges as mentioned in AMC section. Following activities will have to be undertaken:

- User Maintenance and Authorizations
- Educate and Train Users on new features added to solution
- Back-up Management Guidance
- Operational Support for System
- Error Fixing

## 10 PAYMENT TERMS:

10.1 Payment of the cost of equipment as mentioned in the Price Schedule will be effected in the following manner:

### (a) **Equipment** –

65% payment of the cost of equipment (hardware/software) shall be made on receipt of the equipment by the consignee. For claiming above 65% 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
- v) Customs duty receipt copy in case of imported items
- vi) Insurance receipt/Policy copy

(b) The next 30% payment of cost of equipment as in Para 9.2 (i) Section II shall be made after successful installation and commissioning in accordance with the tender and

[Type text]



completion of any other obligation arising out of the tender, subject to relevant certificate from user on the bills.

## 10.2 Software / services

- (a) 65% payment of the cost of software shall be made on receipt and installation of the software at the consignee along with its deliverables & invoice.
  - (b) 30% on successful training & implementation of the software developed for TEA BOARD as desired.
- 10.3 The balance 5% payment **of total contract value** shall be released after seeing the successful and satisfactory performance and successful completion of training of TEA BOARD personnel by the supplier and subject to relevant certificate from user on the bills.
- 10.4 (a) (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.  
(ii) No payment will be made for goods rejected at site on testing.

## 11. INSURANCE:

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

## 12. PRICES:

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

[Type text]

**13.CHANGES IN PURCHASE ORDERS:**

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

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

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

**13. 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.

**14. TIME PERIOD OF WORK:**

**The tenderer shall indicate the total time (in days) for completing the job.**

**15. DELAYS, LIQUIDATED DAMAGES:**

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

<b>S. No.</b>	<b>Condition</b>	<b>LD %</b>
1.	Delay up to one fourth period of the prescribed period / completion of work as per clause 15	<b>2.5 %</b>
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 15	<b>5.0 %</b>
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 15	<b>7.5 %</b>
4.	Delay exceeding three fourth of the prescribed period / completion of work as per clause 15.4	

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

16.2 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery, Installation, Testing and Commissioning.

16.3 Delivery, Installation, Testing and Commissioning period may be extended with or without

[Type text]

.liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

- 16.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned
- 16.5 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.

## **17 FORCE MAJEURE:**

- 17.1 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 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.
- 17.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

## **18 TERMINATION FOR DEFAULT:**

- 18.1 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.
- (b) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.
  - (c) If the supplier fails to perform any other obligation(s) under Contract: and
  - (d) 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.

18.2 In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the purchaser for any excess cost

[Type text]

for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

**19 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.

**20 ARBITRATION:**

- 20.1 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 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.
- 20.2 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.
- 20.3 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.

**21. 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, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the technical bids .
3. In case where the document of bid security is not submitted in the manner prescribed under clause 3(i), 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.
10. The supplier shall:
  - i. Supply all the equipment as mentioned in schedule of requirement in the tender document.

[Type text]

- ii. Install, test and commission all the equipment as per the details given in Annexure II "Scope and Description of Work".
- iii. System should be got validated with in three months by a team identified by the purchaser. The compliance of shortcomings pointed out by the validation team is mandatory for the supplier.
- iv. Maintain the equipment commissioned by him for 12 months after successful validation and shall demonstrate the configuration ordered as per specifications

**11. EXPERIENCE:**

- (i) the bidder should have capability and experience in
  - 1) -----(specify the work)-----  
in Government/Semi Government organization.
- 12. The equipment proposed to be supplied should be a branded as mentioned in the tender document one with latest technology & market trend to the satisfaction of the purchaser.
- 13. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
- 14. The supplier shall impart adequate training in Kolkata to ----- number of TEA BOARD personnel in operation and maintenance. The training program should be got approved by the contractor from the purchaser and the purchaser's decision shall be final and binding.
- 15. Five sets of Diagrams & Manuals for installation, integration, operation and maintenance shall be supplied with the equipment with the complete list of hardware and software used.  
Distribution of Five Sets:
  - (a) Three sets of Hard copies
  - (b) Two sets of Soft copies
- 16. (i) The supplier shall be required to carry out all the changes in equipment as may be necessitated due to up gradation/changes in technology of the Hardware/Operating System software under the AMC clause.  
  
(ii) The supplier shall carry out all necessary changes/repairs of software modules to ensure trouble-free operation on agreed terms in AMC for a period of -3-years from date of commissioning of all the equipment.and/or warrenty period
- 17. 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.  
  
Supplier will be required to furnish proper Quality Assurance Certificate of all Hardware items from the manufacturer of the product. Vendor should clearly mark the manufacturer details, model number etc. Reports will be examined by the purchaser at the site of supply.
- 18. Operating System Software/any other software used shall be supplied with user identification and appropriate license.

[Type text]

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

(ii) Vendor shall write, "complied" against each item and clause in the compliance statement. Any other word like "noted" "agreed" "understood" etc. will be treated as not complied.

20(i) The supplier shall quote for a comprehensive Annual Maintenance Contract for-----  
- years to be signed at the end of warranty period i.e. 1 years from the date of supply of all equipments. The cost of AMC shall be quoted as a lump sum including visits of the engineers as and when required.

(ii) The terms and conditions for AMC are given in Annexure-I.

20.(I) The bidder shall extend warranty, for one year, regarding all the equipment supplied, from the date of "Taking over". During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier. **AMC will start automatically as soon as warranty is over.**

21. The bidder must mention the make of the item against each item quoted, failing which the bid shall be rejected.

**SECTION IV**  
**ANNEXURE-I**  
**Annual Maintenance Contract (AMC)**

**SCOPE & TERMS:**

The Annual Maintenance Contract shall start immediately after warranty period of one year ends. The Annual Maintenance Contract (herein after called AMC) shall be for total 3 years, one year at a time.

During the period of AMC the successful bidder (herein after called the Contractor) shall

- (i) Diagnose the hardware & software faults.
- (ii) Rectify the hardware/software faults.
- (iii) Carry out the periodic preventive maintenance.
- (iv) Upkeep the software periodically
- (v) -----(any other work)-----.
- (vi) -----.
- (vii)

The bidder shall provide service/maintenance to the purchaser, in the presence of user, at the locations where Hardware and Software products will be installed.

**CONDITIONS:**

1. Any Fault effecting availability of service of 5% or more of the equipment, it shall be treated as major fault. All major faults shall be rectified within 48 Hrs of its reporting to the contractor.
- 1.1 Any fault affecting availability of service less than 5% of the equipment it shall be treated as minor fault. All minor faults shall be rectified within 72 hours of its reporting to the contractor.
2. The contractor, if fails to rectify major/minor faults within the stipulated duration, shall be liable to pay penalty for the entire period of break down including Saturdays, Sundays and Holidays as under:
  - Major fault -- Rs. 400/- per day.
  - Minor fault – Rs. 300/- per day
3. The bidder shall, at the time of submitting the bid, give details of the infrastructure planned to be created by the bidder to meet his obligations under AMC and his action plan to deal with the various situations arising out of hardware & software faults shall be clearly indicated.
4. The supplier shall establish an office of required technical expertise where the TEA BOARD field units will report the faults on telephone/through FAX/ e-mail.
5. The purchaser shall pay the AMC charges to the contractor on quarterly basis.
6. the contractor shall submit a performance Bank guarantee for the amount of AMC at the time of signing of the AMC agreement.
7. After the expiry of the annual maintenance contract, it will be optional for the purchaser not to enter the AMC contract further, with the contractor.
8. The contractor shall maintain a consolidated Log Book at its central location and also at each node (to be kept with TEA BOARD) wherein the corrective/preventive maintenance undertaken by the contractor shall be entered and the same shall be countersigned by the user.

[Type text]



### **FORCE MAJEURE**

Neither the purchaser nor the system maintenance firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of TEA BOARD or the system maintenance firm (as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement; and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

9. The fees quoted for maintenance service of software shall be valid for the software provided at the time of installation & commissioning of the system and subsequent upgrades till the expiry of the AMC.
10. The Successful bidder shall be solely responsible for the maintenance and repair of the software/hardware systems, equipment's and parts, thereof and TEA BOARD shall not be liable to interact with of the partners/collaborators or sub-contractors of the Contractor.
11. **Termination Clause:** If the purchaser is not satisfied with the performance of the vendor during AMC he should be able to terminate the AMC during its current period, after giving 3 months notice to the vendor.

[Type text]

## **ANNEXURE II**

### **SCOPE AND DESCRIPTION OF WORK**

The scope of work in the tender includes Design, Development, Supply of one Digital Display Board having suitable technical specification and size followed by its installation and commissioning as indicted herein above.

The firms are encouraged to provide technical design , specifications, screen size etc. alternatively for more than one Display Board system for our selection of the best suited one and the same accordingly be reflected in the Technical and Financial bids as well.

[Type text]

**-27-**  
**SECTION VI**

**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 October 2009.

Signature of  
In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature .....

[Type text]

## SECTION VII

### PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS ..... DAY OF..... between the Tea Board Of India (A Government Of India Commodity Board), having its HQ at 14 B.T.M Sarani, Kolkata (hereinafter called the "TEA BOARD") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and ..... (hereinafter called the "Agency") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE TEA BOARD accepted the tender of M/s ..... (hereinafter called the supplier) to supply the TEA BOARD..... as per Contract No. .... Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that supplier 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 supplier 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 Supplier shall render all necessary and efficient services which may be required to be rendered by the Supplier in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Supplier 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 arising from faulty materials, designs and workmanship, such as corrosion of the equipment inadequate quantity of materials inadequate contract protection, deficiencies in Circuit Design and/or otherwise whatsoever and in the event of the supplier failing or neglecting to render necessary services as foresaid and/or in the event of the goods 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 Supplier 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 supplier'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 goods an equipment.
2. The decision of the TEA BOARD as to whether the Supplier failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects are capable of performing the work required and as to

[Type text]

the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.

3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the equipments have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and a No Demand Certificate submitted to this effect by the supplier.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the supplier 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 supplier 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 supplier or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the supplier or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words) .....Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for  
and on behalf of the Bank in the presence  
of:

1. \_\_\_\_\_
2. \_\_\_\_\_

Signed and Delivered by the Attorney for and  
on behalf of the Bank in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

[Type text]

**Proforma for Letter of Authorization For Attending Bid Opening**

Subject: Authorization for attending Bid opening on -----dd/mm/yyyy----- in the tender at Tea Board Kolkata for -----name of tender-----  
-- 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.

[Type text]

**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 ----- (Rs. ----- Only), towards the refund of earnest money deposit paid in respect of the tender for -----name of tender-----” 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Type text]

**WARRANTY CERTIFICATE**

We warrant that every thing to be supplied by us hereunder shall be brand new/ fully fit for operating in Indian conditions particularly those prevalent at -----free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair& overhaul of the equipment /instrument, or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter 1 year mandatory warranty and 2 years additional extended warranty from the date of final acceptance, we undertake the guarantee to repair/supply free of cost the defective items upto the final destination and the inland expenses borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (except in respect of complaints of which the contractor has been notified prior to such date) 36 months after their successful installation and acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises

Signature.....  
Name & address of manufacturer/supplier

Dated.....

[Type text]



**Price Schedule(Financial Bid)**

A)	<u>Item Details</u>	<u>Specification</u>	<u>Unit rate</u> (Rs)	<u>Qty.</u>	<u>Amount</u> (Rs)
	Design,Development,Supply, Installation, Commissioning of software based, outdoor, Full color,PC driven Digital/ Led Display Board Complete in all respect	a)			
		i)Pixel.....			
		ii) Screen size 10.07 ft(W) x. 21 ft (H)	.....	...1.	.....
.....		b)			
		i) Pixel ...		1	.....
		ii) Screen size .....	.....		
B)	Annual maintenance charge	i) For 1 <sup>st</sup> yr. after warranty Per year	- .....		LS
		ii) For subsequent yrs per annum	- .....		LS

Notes:

1 We hereby declare that in quoting the above prices, we have taken into account the entire credit available under the MODVAT scheme introduced w.e.f.01.03.1986 and further extended on more items till date.

2 one years warranty is to be given on all the supplied items with effect from the date of commissioning.

3 Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of actual supply.

[Type text]