



टी बोर्ड भारत
Tea Board of India

BID DOCUMENT

TENDER for selection of agency for organizing proposed “INDIA TEA AWARDS” event AT Kolkata/ Guwahati/ New Delhi to be held tentatively during JULY 2017

TENDER NO.20(27)/2017/prom

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

SECTION-I

NOTICE INVITING TENDER

Office of issue : Secretary, Tea Board, Kolkata
Tender No :
TENDER NO.20(27)/2017/prom

Tender Document : Details are given below
Due date/Time of receipt : **22-06-2017** at 1300 Hrs.
:

Sealed tenders are invited on behalf of Deputy Chairman Tea Board, Kolkata for
**selection of agency for organizing proposed "INDIA TEA AWARDS" event AT Kolkata/
Guwahati/ New Delhi to be held tentatively during JULY 2017**

Eligibility of bidder:

Registered bona fide Indian companies whose annual turnover in the last financial years was more than Rupees One (1) Crore , are eligible to participate in this tender. Further, the bidder should have the capability and minimum of 5 years experience in conceptualizing, designing and executing the events on turnkey basis for organizing exclusive award ceremonies with VVIP presence and other industry events of national and international repute of similar nature in Government/Semi Government organization along with its eligibility conditions as described in detail in the tender document.

Estimated cost of the work is around Rs. 50 to 60 lakhs. Bid security (EMD) shall be Rs 1.00 lakh (Rupees One lakh only) payable in the form of demand draft in favour of "Tea Board Market Promotion Scheme".

Tender Document may 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 Market Promotion Scheme payable at Kolkata, to be attached with the Technical Bid of tender as the cost of tender document

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

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

- Telephone No. :
Office
Residence
Mobile
FAX

- 3. Registration particulars of the Firm/Company :
viz. Proprietary, Partnership, Private Limited,
Public Limited etc. (attach photocopy of the
Certificate of Incorporation)
- 4. Name of Proprietor/Partner/Director signing the :
tender document.
- 5. Name/Designation/Address of the Authorized :
Signatory holding the Power of Attorney
(if any)
- 6. Income Tax Return Particulars :
Permanent Account Number :
(PAN)/PIN/TAN/TIN/GST/VAT
- 7. Details of Experience :
- 8. Details of Technical Personnel :
Name Age Qualification/s

- 9. Trade License number

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 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 Deputy 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, services and/or other materials, which the supplier is required to supply to the purchaser under the contract as per scope of work..
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having Minimum of 5 years experience in conceptualizing, designing and executing the events on turnkey basis for organizing exclusive award ceremonies with VVIP presence and other industry events of national and international repute of similar nature in Government/Semi Government organization and whose annual turnover in the last financial years was more than Rupees One (1) Crore .

Bids not confirming to these conditions will be rejected outright.

3. COST OF BIDDING:

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

B. BID DOCUMENT:

4. BID DOCUMENTS:

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

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender2. Instructions to Bidders3. General Conditions of Contract4. Special Conditions of Contract5. Schedule of Requirements (Scope of Work)	<ol style="list-style-type: none">1. Price Schedule2. Performance Security Bond Form3. Any other document as the bidder may wish to submit in support of the bid.

<ol style="list-style-type: none"> 6. Last three years' IT Return 7. Experience Certificates 8. CA certified Turnover Certificate of Minimum Rs. 1.00 crore for last three years 9. Bid Form duly filled in 10. A detailed project scheme describing the concept and methodology to be adopted for executing the tender work along with time line. 11. Other documents asked for in the tender form 12. Any other document as the bidder may wish to submit in support of the bid. 13. Signed copy of the tender document as a sign of acceptance of the terms and conditions therein 	
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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. The Bidder must provide a signature of the Authorised Signatory along with company seal on each and every page of this Tender document, signifying the Bidder's acceptance of all the Terms and Conditions stipulated in this Tender document.

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 prospective bidders may attend the PRE-BID MEET on 16-06-2017 at 3.30 p.m. to discuss clauses in the tender document. The venue for such pre-bid meet will be the 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, 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 Email 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 into account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

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

I. Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with clauses of '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/service, it proposes to supply under the contract as per price schedule given in this Tender Document in Indian Rupees

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

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

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 will be rejected.**

9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of individual item/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 etc as mentioned in Para 9.1 above. Break-up in various heads like Excise Duty, 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 bidder's eligibility, the following documents:

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

(v) Certificate in respect of capability and experience

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

10.2a. To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover for the last 3 years.

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

11. DOCUMENTS ESTABLISHING GOODS/SERVICES 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 for conformity to the Bid Documents may be in the following form:

- (a) A detailed project scheme describing the concept and methodology to be adopted for executing the work in line with the scope of work along with time line.
- (b) A clause-by-clause compliance on the purchaser's specifications given in scope of work and commercial conditions specified
- (c) A bid without clause-by-clause compliance of scope of work conditions shall not be considered.
- (d) In case of deviations, a statement of deviations and exceptions to the provision of the scope of work shall be given by the bidder.
- (e) 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:

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 lakh (Rupees One lakh - only).

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

12.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "Tea Board Market Promotion Scheme". Payment in any other form is not acceptable.

12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be **rejected by the purchaser as non-responsive**.

12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 180 days after the expiry of the period of bid validity prescribed by the purchaser in pursuance of clause 13.

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 the bidder 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.

14. FORMAT AND SIGNING BID:

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

14.2 The bid shall be typed or printed and signed by the bidder or 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:

- (a) be addressed to the purchaser at the following address:
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) bear the tender number and the words 'DO NOT OPEN BEFORE 22-06-2017'
- (c) indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late
- (d) be dropped in the Tender Box at O/o Tea Board, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder. 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 22-06-2017

16.2 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 subject to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all as per the 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:

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

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

18.3 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 PURCHASER:

- 19.1 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 (a format is given on last page).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The bidder's names, bid prices, bid modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20 CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.

21 EVALUATION OF BIDS:

- 21.1 Tender will be evaluated in two phases. In the first phase, 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 the second phase, the financial/commercial evaluation of the bids will be done.
- 21.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, 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 services/goods offered inclusive of all taxes and levies, installation/commissioning/delivery charges.

22.3 The tender will be evaluated based on the quoted price for the work detailed under scope 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/services 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.

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 VI 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 with special attention of bidder is invited to the following clauses of the bid document, non-compliance with 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 – General conditions of contract & section IV – Special Conditions of contract – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (vi) Sections VI & VII: 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.”

Secretary,
Tea Board, Kolkata

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

3 PATENT RIGHTS:

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

4 PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of supplier's receipt of the Advance Purchase Order. The selected Bidder is required to furnish the performance security after finalization by Tea Board.

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.

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 MONITORING WORK IN PROGRESS:

5.1 The purchaser or his representative shall have the right to inspect and monitor the work in progress periodically for their conformity to the scope of work. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected goods/services 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 When the Inspection of work in progress is found to be satisfactory the service provider shall take due noting up to that time point and take signature of purchaser or his representative.

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

6. DELIVERY:

6.1 Delivery of the goods/services and documents shall be made by the Supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special

conditions of contract and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The Delivery of the goods/services and documents shall commence immediately on placement of purchase order and be completed within the date to be notified.

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

7. Deliverables: / SCOPE OF WORK

7.1 Identification of a prominent space/venue/hotel/exhibition hall in /Kolkata, New Delhi/ Guwahati/ India for the proposed event and confirmation/reservation of the same.

7.2 Invite and RSVP for guests:

- o Invitations may be sent to Diplomatic missions, CEOs of major hotels and café chains, Airlines, CEO's of large estates and tea companies, media personnel
- o Heads of Chamber of Commerce
(not exceeding 200 in number and names of invitees to be approved by Tea Board).

7.3 Agency to organize post event dinner for 200 heads in consultation with Tea Board and suitable for VVIP presence. Payments will be made as per actuals. In case of increase in the number of pax prorated, increase may be considered.

7.4 Create and release advertisement for the media (reputed National newspapers) and press release for the media attending the event in consultation with Tea Board. Payment on this account will be made directly to the media agency / publication, as per DAVP rates

7.5 Create and execute elaborate plan for generating sponsorship for the event and collect registration charges from the delegates

7.6 To carry out a Social Media Campaign. Publicity through Facebook, Twitter, YouTube, whatsapp and other social websites.

7.7 Design artwork & print the information brochures on Indian tea in English. Publicity material to be distributed across the event.

*Booklet type 1	Size A 5 12 to 16 pages/leafs Cover page (GSM 250) Remaining pages (GSM 150)	10000
*Brochures type 2	(A4) 4 pages (GSM 200)	10000

*The above brochures should provide information about Indian tea their relevance, types, varieties, etc, How tea sourced from India can add a rich variety to local cuisine etc. the different types of Indian teas and their attributes. The positive health properties of tea etc

7.8 Agency must ensure that the venue is appropriately decorated and there is enough direction, signage to guide the guests to the venue, branding etc.

7.9 Organize all licenses/clearances related to organizing the event required in India

7.10 Organise Audio/Video, PA system, lighting, refreshments and all other necessary items

for the success of the event as per the above guidelines requirements..

7.11 Liaisoning to organize press conference and also follow-up of publicity generated during the event.

7.12 An extensive post event project report to be submitted within one week after the completion of the event.

7.13 The trophies and the certificates and gifts for the Award ceremony will have to be designed and arrangements for their production will have to be undertaken (total number 40 approx)

7.14 video recording of the total events and about 200 photographs to be compiled in an album and soft copies

7.15 A professional MC to conduct the event properly till completion

8 INCIDENTAL SERVICES:

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

- a. The agency should attempt to facilitate promotion of Indian tea through the event
- b. The selected bidder will be responsible to ensure that suitable manpower is present at the site for setting up and maintenance of the venue and coordination of the event till the end.

9. PAYMENT TERMS:

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

(a) Advance

30% payment of the cost of services shall be made on issuing of purchase order/ letter of intent. For claiming advance payment, the Bidder must submit another Bank Guarantee (in addition to the one provided at the time of signing of the contract) equivalent to the amount of advance payment claimed. The advance amount will be released only after receipt of the said Bank Guarantee.

(b) The remaining payment of cost of services shall be made after successful completion of the services in accordance with the tender and completion of any other obligation arising out of the tender, subject to relevant certificate from user on the bills.

10. (a) 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.

(b) No payment will be made for goods/services rejected at site due to unsatisfactory performance to the discretion of the purchaser.

11. Quality:

The quality of the goods required for the performance of the service to be rendered shall be assured by the service provider till the completion of the service. The service provider will be

responsible till the entire quantity of the goods ordered for arrival in good working conditions at destination. The service provider will be responsible of any loss or damage to the goods that may have occurred during transit.

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 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.

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/Services 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.

14. 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.

15. TIME PERIOD OF WORK:

Three months from awarding of the contract. The work will start within few dayas of the award of the contract. The exact dates will be notified for the delivery of the service.

16. DELAYS, LIQUIDATED DAMAGES:

16.1 In case of delay/failure to supply / complete the work:

S. No.	Condition	LD %
1.	Non delivery up to one fourth of the prescribed completion of work	2.5 %
2.	Non delivery up to one fourth but not exceeding half of the prescribed completion of work	5.0 %

3.	Non delivery up to but not exceeding three fourth of the prescribed period / completion of work	7.5 %
4	Non delivery up to of the prescribed period / completion of work	10 %

- 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 work 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
- 16.3 Delivery, may be extended with or without liquidated damages if the delay in the supply of service 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.

- (a) If the Supplier fails to deliver any or all of the service within the time period(s) specified in the Contract or any extension thereof granted by the purchaser
- (b) If the supplier fails to perform any other obligation(s) under Contract: and
- (c) If the Supplier, in either of the above circumstance (s) does not remedy his failure within a limited so as not to affect the event (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, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

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 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 Deputy 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 Deputy 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. 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. 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.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
6. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
7. 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.
8. The supplier shall:
 - i. Deliver the service as mentioned in schedule of requirement in the tender document. as per the details given in "Scope and Description of Work".
9. **EXPERIENCE:**
 - (i) the bidder should have capability and Minimum of 5 years experience in conceptualizing, designing and executing the events on turnkey basis for organizing exclusive award ceremonies with VVIP presence and other industry events of national and international repute of similar nature in Government/Semi Government organization
10. The service proposed to be rendered should be a branded as mentioned in the tender document should be to the satisfaction of the purchaser.
11. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
12. 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.

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.

13. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

13.1 Sealed technical and financial bids in separate envelopes are required to be submitted for ORGANISING PROPOSED "INDIA TEA AWARDS" event AT Kolkata/Guwhati/ New Delhi TO BE HELD TENTATIVELY DURING JULY 2017, mentioning the same on at the envelope within the date specified in the bid document on Tea Board's website . Bidders may note that conditional bids are not allowed and would be rejected summarily.

13.2 Cover 1: Technical Bid: Superscribe the name of the event and
“Technical Bid”

To include the following documents: Details of the Bidder:

Name of agency with address		
Name and Designation of Chief Executive		
Profile of the agency including the staff strength		
Track Record – previous experience of handling similar nature of work. The company must have 5 years work in conceptualizing, designing and executing the events on turnkey basis for organizing exclusive award ceremonies with VVIP presence and other industry events of national and international repute of similar nature in Government/Semi Government organization and whose annual turnover in the last financial years was Rupees One (1) Crore and more .		
A CA certificate certifying the turnover of the applicant bidder for the last 3 financial years. The turnover should be in the name of applicant organisation only and not that of group/ sister organisations.		
Self attested photocopies of latest Income Tax Returns for the last 5 years and self attested photocopy of the PAN/TAN/TIN Card/ VAT registration certificate/ service tax/ GST etc . These documents should be in the name of applicant organisation only and not that of group/sister organisations. In order words, name of applicant organisation should be same in all the documents submitted.		
Earnest Money Deposit “EMD” for Rs.1,00,000/- (Rupees One Lakh only) in the form of demand draft in favour of TEA BOARD MARKET PROMOTION SCHEME, Kolkata. EMD will be returned to the unsuccessful, bidder after the final selection. For the selected bidder, EMD amount would be adjusted in the final payment.	Date of Demand draft	
	DD No./ with Bank Name	
	Amount in Rs.	
Certificate of sales tax registration		
Certificate of Incorporation and Vat Registration		
Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.		
Recommendation Letters and Appreciation Certificates from large clients on achieving commendable milestones.		

13.3 The A detailed project schemata describing the concept and methodology to be adopted for executing the work in line with the scope of work along with time line needs to be supplied in hard copy as well as CD.

13.4 Cover 2: Financial Bid: Superscribe the name of the event and **“Financial Bid”**

13.4.1 To include the following documents/details:

13.4.2 The Financial Quotation, duly dated, with detailed break-up of each component suggested separately in Indian Rupees only. No lump sum amount shall be considered.

13.4.3 The applicable taxes should be clearly mentioned separately in the estimates.

13.4.4 TEA BOARD INDIA proposes to engage an agency to undertake the following activities for the event:-

PRICE SCHEDULE (Financial Bid)

S L	Description of items	Total Price inclusive of all taxes and duties etc.
1)	Identification of a prominent space/venue/hotel/exhibition hall in Kolkata/Guwahati/New Delhi, India for the proposed event and confirmation/reservation of the same.	In figures Rs..... In words Rupees
2)	Invite and RSVP guests: o Invitations may be sent to Diplomatic missions, CEOs of major hotels and café chains, Airlines, CEO's of large estates and tea companies, media personnel o Heads of Chamber of Commerce (not exceeding 200 in number and names of invitees to be approved by Tea Board).	In figures Rs..... In words Rupees
3)	Agency to organize post event dinner for 200 heads in consultation with Tea Board suitable for VVIP presence. Payments will be made as per actual. In case of increase in the number of pax prorata increase may be considered.	In figures Rs..... In words Rupees
4)	Create and release advertisement for the media (reputed National newspapers e.g Times of India all editions, the Telegraph, the Hindu, etc as per DAVP rates and press release for the media attending the event in consultation with Tea Board.	In figures Rs..... In words Rupees

5)	Create and execute elaborate plan for generating sponsorship for the event	In figures Rs..... In words Rupees
6)	To carry out a Social Media Campaign. Publicity through Facebook, Twitter, YouTube, Whatsapp and other social websites.	In figures Rs..... In words Rupees
7)	Design artwork & print the information brochures on Indian tea in English. *Booklet type 1/ Size A 5 12 to 16 pages/leafs Cover page (GSM 250) Remaining pages (GSM 150)	In figures Rs..... In words Rupees
8)	Design artwork & print the information brochures on Indian tea in English. Publicity material to be distributed across the event. *Brochures type 2/(A4) 4 pages (GSM 200)	
9)	Venue decoration, proper branding and signage	
10)	Licenses/clearances related to organizing the event required in India	
11)	Audio/Video, Lighting, refreshments and all other necessary items for the success of the event as per the above guidelines requirements..	
12)	proper liasoning to organize press conference and also follow-up of publicity generated during the event.	
13)	Preparation of an extensive post event project report along with photographs and videos to be submitted within one week after the completion of the event.	
14)	The trophies and the certificates and gifts for the Award ceremony will have to be designed and arrangements for their production will have to be undertaken (total number 40 approx)	
15)	video recording of the total events and about 200 photographs to be compiled in an album and soft copies	
16)	A professional MC to conduct the event properly till completion	

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.

Signature of the bidder along with seal.

14. SELECTION PROCEDURE

14.1 A Committee in TEA BOARD INDIA will carry out a preliminary screening/Technical Evaluation of the bidders and will shortlist the bidders fulfilling the prescribed requirements. The short listed bidders will be required to make technical presentation before the selection committee.

Sr. No.	Particulars	Documents needed	Maximum Score
A	B	C	D
1	Organisational Profile Nature of the organization, duration of its existence, its present activities, nature and quality of key personnel managing the organization, markets where the organization is presently working, relevance of the present activities of the organization to the scope of service.	A brief note in not more than 2 pages and latest available Annual Report of the organization	25
2	Relevant experience of the organization of having done work of similar nature Past related activities supported/undertaken by the organization in last 3 years and amount spent/turnover achieved. Examples of previous work of similar nature and letters of appreciation from reputed companies	Detailed information and sample copies /DVD's of earlier work	25
3	Financial health of the organization Turnover of the last 3 financial years, capital, reserves and net worth at present.	Statement certified by a CA	20
Total			70

A Committee in TEA BOARD INDIA will carry out a preliminary screening of the bidders and will shortlist the bidders fulfilling the prescribed requirements. The short listed bidders will be required to make technical presentation before the selection committee.

The marking would be done for all the presentations by the selection committee on the parameters. The vendors who secure minimum 70% marks (49 out of 70 marks) in technical presentations will be short listed and their financial bids shall then

be opened. Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method:

L1 = 30 marks

L2 = $30 \times \frac{L1}{L2}$ (the cost quoted by L1)/L2 (the cost quoted by L2) and similarly L3, L4 ----- (depending on no. of parties)

After the financial marks are obtained the technical and financial marks will be added up and the bidder scoring highest aggregate marks will stand selected.

Selection Committee reserves the right to accept or reject any or all the bids at any time prior to award of contract/order, without assigning any reasons and without incurrance of any liability on TEA BOARD INDIA . TEA BOARD INDIA also reserves the right to negotiate the prices with the selected bidder.

SECTION V

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said 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 June, 2017.

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 (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 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 as 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 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 180 days after the delivery 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 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.
6. 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.
7. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
8. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words)Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

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

Signed and Delivered by the Attorney for
and on behalf of the Bank in the presence
of:
1. _____
2. _____

Signed and Delivered by the Attorney for and
on behalf of the Bank in the presence of:
1. _____
2. _____

Proforma for Letter of Authorization For Attending Bid Opening

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.

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative _____

Signature of Bidder
Or
Officer authorized to sign the bid on behalf of the bidder.

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
 2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), TEA BOARD, O/oDeputy 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:

stamp)

Signature of Bidder
(on one-rupee revenue

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: _____

