REQUEST FOR PROPOSAL

For

Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links

(Ref No:6(29)/LC/MPLS RFP/2018)

TO BE SUBMITTED BEFORE

24th October, 2019 at 3.00 P.M

ADDRESS TO

Secretary, Tea Board
2nd Floor
14, B.T.M. Sarani,
Kolkata-700001
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Notice Inviting RFP

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<th>Detailed Information</th>
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<td>1</td>
<td>Name of the Project</td>
<td>Request for Proposal for “Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links”</td>
</tr>
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<td>2</td>
<td>RFP Reference Number</td>
<td>6(26)/LC/MPLS RFP/2018</td>
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<td>3</td>
<td>Date of publishing in the Board’s website</td>
<td>4th October, 2019</td>
</tr>
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<td>4</td>
<td>Pre-Bid meeting</td>
<td>14th October, 2019 at 11:30 A.M. at Tea Board, Head Office, Kolkata (8th Floor)</td>
</tr>
<tr>
<td>5</td>
<td>Last date and time for Bid Submission</td>
<td>24th October, 2019 at 3.00 PM</td>
</tr>
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<td>6</td>
<td>Address of Bid Submission</td>
<td>Secretary, Tea Board, 14, B.T.M. Sarani, Kolkata-700001</td>
</tr>
<tr>
<td>7</td>
<td>Date and Time of Opening of Bid</td>
<td>25th October, 2019 at 4.00 PM</td>
</tr>
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<td>8</td>
<td>Date and Time of the Presentation</td>
<td>Date/ time shall be communicated to the bidders</td>
</tr>
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<td>9</td>
<td>Date and time of Commercial Bid Opening</td>
<td>Date/ time shall be communicated to the eligible bidders</td>
</tr>
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<td>10</td>
<td>Bid Related Queries</td>
<td>Controller of Licensing, Tea Board, Kolkata. Contact no.-033-2235-1331 Ext. No.- 224, e-Mail- <a href="mailto:clrfpqueries@gmail.com">clrfpqueries@gmail.com</a> All e-mail communications should mention the subject as “Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links”</td>
</tr>
<tr>
<td>11</td>
<td>Application fee</td>
<td>Rs.5000/- (Rupees Five Thousand Only)</td>
</tr>
<tr>
<td>12</td>
<td>EMD/Bid Security</td>
<td>Rs. 1,00,000/- (Rupees One lakh only)</td>
</tr>
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**Note:**

1. Bids shall be opened in the presence of the Bidders' representatives who choose to attend.
2. Submission of Tender Fees and EMD.

i) TENDER FEES:

Cost of the Bid Document is **Rs 5,000/-** (Five Thousand) only. This amount shall be deposited by NEFT/RTGS to:

Bank Name: State Bank of India  
Account No: 11107799307  
Account Name: “Tea Board Tea Fund Collection” IFSC: SBIN0000144,  
Branch Code: 0144.  
Branch: N.S. ROAD, Kolkata.

The UTR No. and details of transaction are to be intimated to Tea Board at the e-mail IDs: cteaboard@gmail.com and teaboardfin@gmail.com before submission of TENDER to Tea Board. A Copy of the e-mail shall be submitted along with the TENDER.

(ii) EARNEST MONEY DEPOSIT (EMD)

An EMD amount of **Rs 1,000,000/-** (Rupees One Lakh only) shall be deposited to the same account number as mentioned above.

The UTR No. and details of transaction are to be intimated to Tea Board at the e-mail IDs: cteaboard@gmail.com and teaboardfin@gmail.com before submission of TENDER to Tea Board. A Copy of the e-mail shall be submitted along with the TENDER.
Section-2

About Tea Board:

Tea is one of the industries, which by an Act of Parliament comes under the control of the Union Govt. The genesis of the Tea Board India dates back to 1903 when the Indian Tea Cess Bill was passed. The Bill provided for levying a cess on tea exports - the proceeds of which were to be used for the promotion of Indian tea both within and outside India. The present Tea Board set up under section 4 of the Tea Act 1953 was constituted on 1st April 1954. It has succeeded the Central Tea Board and the Indian Tea Licensing Committee which functioned respectively under the Central Tea Board Act, 1949 and the Indian Tea Control Act, 1938 which were repealed. The activities of the two previous bodies had been confined largely to regulation of tea cultivation and export of tea as required by the International Tea Agreement then in force, and promotion of tea Consumption.

1. Major Activities of Tea Board:

The Board consists of a Chairman and 30 members appointed by Government of India representing different sections of the Tea industry.

Administrative Set-up:

The Head Office of the Board is located in Kolkata. The Deputy Chairman is the Chief The Finance wing headed by Financial Advisor and Chief Accounts Officer is responsible for the maintenance of accounts, release of financial assistance to tea gardens and internal audit.

2. Objective of RFP:

The scope of the RFP is to select and appoint suitable service providers for a period of three (3) years for providing MPLS Network Connectivity to 5 nos. (five nos.) of Public Tea Auction
Centres located at Kolkata, Guwahati, Siliguri, Cochin and Coonoor and also to
IDC presently located at Mumbai (the hub location may subject to change at the time of actual
commissioning since Board is in the process of migrating to cloud environment)

Further, the no. of locations (auction centres) as mentioned above may reduce (not more
than one centre) at the time of actual commissioning. In case, the no. of locations are
reduced in future, then the amount quoted by the firm for that location will be deducted
while evaluating the tender or if the location is closed down after conclusion of contract then
the amount for that location will be deducted from contractors quarterly bill.

Board reserves the right to choose more than one MPLS service provider for the purpose of
seamless switch over from one link to the other link, in case of any one of the two links going
down. However, the price for all the service provider will be same. The successful bidder
shall implement mechanism for such seamless switchover from one link to the other, in case of
failure in any of the two links or otherwise at all the locations. The decision regarding allotment
of locations to the service providers shall remain with the Board.

The renewal of the contract can, however, be done to the satisfaction of Tea Board about
the performance, rates, etc..

3. **Extent of Proposal:**

Prospective applicant should note that any proposal submitted in response to this RFP and
all associated amendments or clarifications submitted during evaluation, would form part
of any subsequent agreement/contract/license to be signed for the services relating to the
project.

4. **Due Diligence**

The Bidders are expected to examine all instructions, terms and specifications stated in this
RFP. The bid shall be deemed to have been submitted after careful study and examination of
this RFP document. The bid should be precise, complete and in the prescribed format as per
there requirement of this RFP document. Failure to furnish all information or submission of a
bid not responsive to this RFP shall be at the bidders’ risk and may result in rejection of the
bid. Also the grounds for rejection of bid should not be questioned after the final
declaration of the successful Bidder. The bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, bidder should seek necessary clarifications by e-mail as mentioned in Section-1 of this document.

5. **Ownership of this RFP**

The content of this RFP is a copy right material of Tea Board. No part or material of this RFP document should be published in paper or electronic media without prior written permission from Tea Board.

6. **Brief Scope of Work**

a) The bidder shall have National presence to ensure seamless end to end connectivity to all sites/ location

b) The bidder shall have highly scalable network topology with flexible and scalable bandwidth provisioning.

c) Shall possess highly flexible remote access solutions.

d) MPLS connectivity shall be on hub and spoke typology.

e) Type of connectivity shall be MPLS (Origin PE to Destination PE) based L3 VPN on single hub and multi-spoke model.

f) The MPLS link shall be terminated on the router to be provided by bidder at all locations and the proposed router protocol shall be between ‘PE’ (Provider Edge) and ‘CE’ (Customer Edge). Connectivity to be provided up to MUX at IDC by the Service Provider. However, the Service Provider shall manage the Router at IDC.
The details of MPLS link to be provided at various locations are as follows:

<table>
<thead>
<tr>
<th>Location of network connectivity</th>
<th>Bandwidth (in Mbps)</th>
<th>Medium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kolkata Tea Auction Centre at Kolkata</td>
<td>2</td>
<td>Optical Fiber</td>
</tr>
<tr>
<td>Guwahati Tea Auction centre at Guwahati</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Siliguri Tea Auction centre at Siliguri</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Coonoor Tea Auction centre at Coonoor</td>
<td>2</td>
<td>Copper</td>
</tr>
<tr>
<td>Cochin Tea Auction centre at Cochin</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>IDC at Mumbai</td>
<td>8</td>
<td>Optical Fiber</td>
</tr>
</tbody>
</table>

N.B:

1. The no. of locations (auction centres) as mentioned in the RFP may reduce (not more than one centre) at the time of actual commissioning. In case, the no. of locations are reduced in future, then the amount quoted by the firm for that location will be deducted while evaluating the tender or if the location is closed down after conclusion of contract then the amount for that location will be deducted from contractors quarterly bill.

2. The hub location may subject to change at the time of actual commissioning since Board is in the process of migrating to cloud environment.

h) The successful bidder is required to configure the MPLS link for load sharing/failover with the link of other successful bidder (service provider) on BGP.

i) Necessary AS number details etc. of the two different service providers shall be shared for BGP configuration.

j) Both the Service Providers shall provide the Router and Firewall. Both the links will be terminated in one of the Firewall and seamless switchover should happen in case of failure in one of the links. The other firewall will be configured, tested and kept at the site as part
of the redundancy and it may increase the availability in case of failure of one device. Tea Board shall decide the primary service provider location wise and the primary service provider shall be responsible for configuring the seamless switch over in the firewall at that location. However, both the service providers should coordinate in order to achieve the desired performance level. Further, Tea Board at its discretion may switch the Primary and Secondary service providers periodically at each of the locations and performance and availability of both the Service Providers shall be monitored by Tea Board on a continuous basis.

k) MPLS network connectivity for all hub and spoke location shall be on Optical Fibre Cable (‘PE’ to ‘PE’).

l) The entire connectivity (including last mile) from nearest MPLS POP (Point of presence) to Customer End (CE) shall be as per the above table. The Service Provider shall furnish a declaration in this regard. In case of any violation, if noticed, after commissioning, appropriate steps shall be taken against such Service Provider.

m) The link commissioning period for hub at Mumbai shall be within eight (8) weeks for hub and all spoke locations from the date of the work order issued by the Board.

n) Supply of router at each of hub and spoke locations shall be on ‘OPEX’ model.

o) Supply of Firewall at each of spoke locations. Minimum Firewall Specifications:

   • 6 x 10/100/1000 Internal Switch Interfaces (Copper, RJ-45), 2 x 10/100/1000 WAN Interfaces (Copper, RJ-45), 1 x Management Console Interface (Copper, RJ-45), 1 x Express Card Slot, Base Memory 512MB RAM, 4 GB Internal storage and High availability compatible

p) Connectivity between ‘PE’ and ‘CE’ router shall also be established.

q) Installation, configuration/integration between ‘CE’ and ‘PE’ router for creating necessary VRF table and routing protocols as per solution document shall be ensured.

r) Post-implementation management of the services towards connectivity shall be provided on regular basis.

   • Shall furnish with the list of qualified, skilled and experienced professionals who shall be handling the day to day operations as well as emergencies.
• Shall perform onsite repairs, upgrades and preventive maintenance, if such maintenance cannot be performed remotely.

• This includes network diagnostics, equipment service, software and configuration updates and configuration date archival.

• Shall have back to back management with the equipment vendors including router for equipment support.

s) Availability of spare firewalls/hardware, router, Firewalls and/or MODEMS etc. to be made available at the maintenance point of the service provider to handle emergencies.

t) The bidders shall be willing to undertake the AMC for the Equipments required to be supplied and willingness for AMC shall form part of the bid. Documentary proof for the same shall be attached.

u) Service level parameters as detailed below shall be ensured:
• **Up time guarantee**

<table>
<thead>
<tr>
<th>Days</th>
<th>Time</th>
<th>Guarantee percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auction day</td>
<td>8 A.M. to 8 P.M</td>
<td>99.5</td>
</tr>
<tr>
<td>Non-auction day</td>
<td>24 hrs</td>
<td>99.0</td>
</tr>
</tbody>
</table>

• **Link latency Response** from CE to CE shall not be less than 70-80 MS End to End.

• **Mean time to attend (MTTA)**-Called response time for link down, equipment faulty, power issue, major routing issues, major infrastructure impact issues shall be communicated by the service provider within less than 5 minutes.

• **Mean time to repair/restore (MTTR)**-MTTR shall be less than 2 hours for each center.

• **Packet Loss (CE to CE)**-Shall be 0.1%

• **Jitter**-shall be less than 10 MS.

v) Supply of all the Hardware shall be on ‘OPEX’ (operational expenditure only) model.

w) Software support shall be provided.

x) Upgrade and/or ongoing system software updates enabling to evolve network ever changing business needs and to increase the return on hardware investment.

y) Interim replacement of parts with a full engineer in case of any hardware defect detected; service provider shall coordinate with the equipment vendor and provide all logistic support to maximize network availability reliability and stability.

z) Service provider shall provide the single point contact person (Service assurance manager for each Auction Centre separately).

aa) The following reports are required to be provided by the service provider with weekly periodicity on a regular basis:
• MTTR Report.
• Network Report.
• Network availability report.
• Packet loss.
• Latency.
• Bandwidth utilization.

**bb)** The following documents/information are also required to be delivered to Tea Board:
• Fault management procedure.
• Unique circuit ID.
• Technical Handover document shall also be provided to Tea Board of India
7. **Minimum Eligibility Criteria:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Minimum Eligibility Criteria</th>
<th>Supporting Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be a broadband/ telecommunication service provider and is a registered company in India under the Companies Act, 1956/2013.</td>
<td>Copy of certificate of incorporation/any other relevant document.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have an average turnover of Rs. 50 Crores in last three financial years (FY 2015-16, FY 2016-17 &amp; FY 2017-18), (not inclusive of the turnover of associated companies) as per the audited accounts.”</td>
<td>Copy of audited balance sheet for last three Financial Years.</td>
</tr>
<tr>
<td>3</td>
<td>The bidder should have been in MPLS-VPN business for the last one financial year and shall have independently executed similar Data connectivity in Private/Government/Semi Government organization/PSU’s, etc.</td>
<td>Details of the project handled should be submitted along with supporting documents as mentioned at Annexure-C. The details of projects taken over but yet to be implemented, if any should also be provided as additional information.</td>
</tr>
<tr>
<td>4</td>
<td>The company has never been blacklisted/ barred/ disqualified/suspended by any state/central govt. / UT Administration/Semi Government Organization/PSU or any Company.</td>
<td>Self-Certification/declaration.</td>
</tr>
</tbody>
</table>
Note:

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.

- **Failure to meet any of these criteria will disqualify the applicant and it will be eliminated from further process.**

- The Board reserves the right to verify and/or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the company.

- All certificates or documents should also be self-attested and attached/bind together.

- If at a later stage it is found that applicant has provided false information or has wrongly certified the conditions stated in the eligibility criteria, the applicant shall be liable for legal action and/or cancellation of agreement/contract/license.

8. **Submission of Bid**

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

The RFP document can be downloaded from website [https://eprocure.gov.in](https://eprocure.gov.in). The bidders shall have to submit the bid response electronically in e-tender portal [https://eprocure.gov.in](https://eprocure.gov.in) along with an application fee (non-refundable) of Rs. 5,000/- (Rs Five thousand only) through e-procurement portal. A hard copy of the application (except the commercial proposal) should also be submitted by the bidder to Secretary, Tea Board, 14, BTM Sarani, 4th Floor, Kolkata-700 001 duly sealed and stamped.
All the documents to be submitted/uploaded electronically shall be signed as per the norms/process of e-procurement portal. All the pages of Bid document shall have to be signed and uploaded in the portal.

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

9. **Bid Evaluation Process:**

9.1 **Tender Evaluation Committee**

1. Deputy Chairman, Tea Board shall constitute a Tender Evaluation Committee with Board officials as well as experts from relevant field, if necessary to evaluate the responses of the bidders.

2. The Proposed Evaluation Committee shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

3. The decision of the Tender Evaluation Committee / Technical Committee in the evaluation of responses to the TENDER shall be final. No correspondence shall be entertained outside the process of evaluation with the Committee.

4. The Tender Evaluation Committee / Technical Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

5. The Tender Evaluation Committee / Technical Committee reserve the right to reject any or all proposals on the basis of any deviations.

6. Each of the responses shall be evaluated as per the criterions and requirements specified in this TENDER.
9.2 Technical Evaluation:

1. The technical proposal shall be evaluated only for those bidders who fulfill the minimum eligibility criteria as given under Sl. No. 7 of Section 2 (Minimum Eligibility Criteria) in this document. Failure to meet any of these criteria specified shall disqualify the bidder and shall be eliminated from further process.

2. The technical bid of the short listed bidders shall contain technical details including feasibility of sites and also provide full details of deviations, if any from the technical specification mentioned in the scope of work.

3. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification and other document as per requirement as proof of feasibility.

4. The short listed bidders shall have to make a presentation before the committee constituted for the purpose mentioning their understanding about the work and compliance of the proposed technical solutions given in the scope of work for providing MPLS VPN Network Connectivity towards conducting auctioning of tea electronically at various locations.

5. The bidders with best understanding of the work along with full compliance of the technical features shall be shortlisted for the commercial bid opening.

10. Commercial Bid Opening

1. The commercial proposal of the bidders qualified in the technical evaluation stage shall be opened. The commercial proposal shall be evaluated based on the quoted “Total Annual Price” as follows:

   • Price Per Mbps bandwidth in respect of each location wise separately

Proposal with the lowest quote shall be considered as the most responsive offer i.e. L1 offer and second lowest as L2 offer and so on. L-1 bidder will be selected based on the total value comprising of all the locations. If the committee feels that the price quoted by L1 is higher than
the prevailing market rate for these services, Board may negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price. Further, the second bidder to be selected for the purpose shall have to accept the L1 rate after negotiation takes place and original L1 rate, if there is no negotiation.

11. **Signing of the Agreement:**

1. The proposal is liable to be rejected if complete information is not given therein. Please note that conditions given in the proposal documents shall govern the Agreement. It may be noted carefully that till such time the Agreement is executed embodying the agreed conditions, the conditions given in the proposal document shall govern the bidder.

2. The terms and conditions of the Agreement to be issued to the selected applicant should be accepted and return back to the Board in affirmative under the signature of the Head of the Organization.

3. The individual signing the Agreement connected must write his name in BLOCK LETTERS under his signature.

4. A Person signing the tender form or any documents forming part of the agreement on behalf of another shall be deemed to warranty that he has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the Board may, without prejudice to other civil and criminal remedies, cancel the agreement/contract/license and hold the signatory liable for all costs and damages.

12. **Inspection and Tests:**

- 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, etc. shall be furnished to the inspectors at no charge to the purchaser.

- 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.

- Notwithstanding the pre-supply tests and inspections prescribed above, the equipment and accessories on receipt in the purchaser premises shall 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.

- If any equipment or any part thereof, before it is taken over 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. If the selected bidder fails 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 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.

- When the performance tests called for have been successfully carried out, the Inspector/purchaser shall forthwith issue a **Taking Over Certificate**. The inspector/purchaser 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 inspector/purchaser within six weeks of successful completion of tests.

- Nothing in clause 13 shall, in any way release the supplier from any warranty or other obligations under this contract.

13. Maintenance Support

- The Bidder should provide maintenance support for the contract period from the date of go-live of equipments/ connectivity.

  ➢ **Managed service desk of service provider shall undertake the following functionalities:**

  - Provides a single point of contract (SPOC) for all the customers’ service or technical support requirement through highly trained professionals.
  - Performs ongoing monitoring and management of the subscribed services and customer satisfaction.
  - Manages and controls service communications to customers, suppliers and the business.
  - Facilitate the restoration of normal operational service with minimal business impact to the customer within agreed service levels and business priorities.
  - Incident Management through strong levels of incident communications and ownership.
  - To own, co-ordinate and manage customer incidents and service requests by driving these issues internally through our business to resolution.
  - Is responsible for keeping the customer informed on the status of their request.

  ➢ **Following activities are also required to be undertaken:**

    o User Maintenance and Authorizations
    o Educate and train purchaser or his representative on new features added to solution
    o Back-up Management Guidance
    o Operational Support for System
    o Error Fixing
14. Payment terms:

- Payment of the cost of equipments & services, as mentioned in the Price Schedule, shall be effected on Quarterly basis for any quarter after the end of the concerned quarter.
- No payment shall be made for goods/services rejected at site on testing.

15. Insurance:

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

16. Deposit of EMD:

The bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) through e-procurement portal (refundable) or Bank Guarantee and shall furnish the details as stated in section 1 of this document.

The EMD amount of unsuccessful bidders shall be returned on completion as soon as they are eliminated from the RFP process. For successful applicants, the EMD shall be returned after issuance of work order, execution of Agreement and receipt of performance security.
The EMD amount may be forfeited:- If an applicant withdraws its proposal during the period of validity, if any of the applicant’s statement turns out to be false/incorrect during evaluation or bidder fails to accept the terms and conditions of the Agreement post selection.

17. **Deposit of Bank Guarantee (BG)/ Fix Deposit Receipt (FDR):**

The successful bidder shall furnish the performance security equivalent to 10% of the contract value in the form of Performance Bank Guarantee or FDR (Fixed Deposit Receipt) issued by a public sector bank in India for the period of agreement plus (3) three months in prescribed proforma (**Annexure-F**). If the Agreement is renewed, the bidder shall have the bank guarantee/FDR extended/renewed accordingly i.e. extended period plus (3) three months. The bank guarantee/FDR shall be released after 3 months of satisfactory completion of all the works against the Agreement and after deductions of any liability against the Agreement.

Performance security amount in full or part may be forfeited in the following cases:

a. When the terms and conditions of the Agreement is breached.

b. When the bidder fails to make complete system satisfactorily.

c. When the Agreement is being terminated due to non-performance of the bidder.

Notice with reasonable time shall be given in case of forfeiting of security deposit. The decision of the Board in this regard shall be final.
18. **Liquidated Damage**

- **In case of any delay in link commissioning**

The link shall be installed along with all other allied arrangements maximum within eight (8) weeks for hub at Mumbai as well as for all other spoke locations from the date of the work order issued by the Board. Any time beyond the scheduled period may call for penalty.

If the bidder fails to complete the work within prescribed period or within any extended time allowed on account of delay due to unforeseen reasons beyond control, 0.5% per week (or part thereof) of the prices of any stores/ service which the contractor has failed to deliver within the delivery period specified in the contract subject to a maximum of 10% of contract value excluding taxes and duties.

- **In case of any failure in respect of mentioned Service Level Parameters**

Any failure in the central hub in Mumbai shall be considered as a multiple of that many centres where auctions are held.

In case of any failure in achieving uptime guarantee of 99.5% during 8 A.M. to 8 P.M. on any auction day and 99.0% during 24 hours on non-auction days & failure in achieving other required service level parameters mentioned above, Supplier/Bidder shall provide Service Credit and shall be deducted from subsequent bill.

The calculation of service credit shall be as follows:

<table>
<thead>
<tr>
<th>Calculation of Service Credit</th>
<th>Sl. No.</th>
<th>Service Level Percentage (calculated on monthly basis)</th>
<th>Service Credit / rebate value (in terms of day’s rental of affected ports)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
<td>&gt;= 99.5%</td>
<td>NIL</td>
</tr>
<tr>
<td></td>
<td>2.</td>
<td>&lt;99.5% to 98.5%</td>
<td>1 day</td>
</tr>
<tr>
<td></td>
<td>3.</td>
<td>&lt;98.5% to 97%</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>4.</td>
<td>&lt;97% to 95%</td>
<td>5 days</td>
</tr>
<tr>
<td></td>
<td>5.</td>
<td>&lt;95%</td>
<td>10 days</td>
</tr>
</tbody>
</table>

The Service Provider shall submit monthly report in this regard mandatorily.
19. Other Terms and Conditions:

1. The proposal shall be for a period of three (03) Years.

2. The agreement shall remain in force from the date of entering into contract but it can be suspended/cancelled at any time and any stage by Tea Board during the validity of the contract without assigning any reason. No claim or damage on account of such cancellation/suspension of the contract/license shall be entertained.

3. The renewal of the contract can, however, be done to the satisfaction of Tea Board about the performance, rates, etc..

4. The bidders shall depute a senior officer of the company as a Project Manager who shall act as a single point of contact for all activities regarding this project. The Project Manager shall be capable to make on-site decisions regarding the scope of the work and any changes required thereon.

5. The technical proposal shall be evaluated for technical suitability as well as for other terms and conditions.

6. Selected bidders shall be awarded with work order as per terms and condition as has been defined in this document and subsequently an Agreement shall be executed between Tea Board and the selected bidders.

7. Bidders should specify only a single solution which is cost-effective and meets Board’s requirement and should not include any alternatives.

8. The Bidders shall bear all costs associated with the preparation and submission of its proposal, attending Pre-Bid meeting or arranging proof of concept (POC)/Product Walk through etc. Tea Board shall provide no reimbursement for such costs.
9. To assist in the scrutiny, evaluation and comparison of offers Board may, at its discretion, ask some or all bidders for clarification of their offer.

10. All design requirements should be worked around the requirements given by Tea Board.

11. The bidders shall ensure quality of the equipments supplied and also services provided in addition to Quality Service Management. This be done on the basis of

- Providing high Uptime
- Compliance of Agreement/Service Level Agreement/Requirement
- Compliance with penalty provision in view of any failure in providing services required under Service Level Agreement/Requirement
- Continuous Technology upgrade as the evolution happens
- Highly scalable network topology
- Flexible and scalable bandwidth provisioning
- Highly flexible remote access solutions
- End to end guaranteed service levels

12. The bidders shall be responsible to provide complete documentation of the solution electronically as well as hard copy (1 copy) except the commercial proposal.

13. Bidders shall be responsible for Post implementation management, on-site support, Call centre services/help desk, etc..

14. Bidders shall be responsible for knowledge transfer to the incoming company at the end of the contract period or at any stage in case of termination of the contract.

15. Any effort by the applicant to influence the Board on any matter relating to the proposal, its evaluation, comparison, selection may result in the rejection of the bidder’s proposal.
16. In case of any upward change in transaction rates (excluding of taxes) on account of regulatory guidelines/directions, the same is to be absorbed by the bidders whereas in case the revision is downwards, the benefit is to be passed on to the Board.

17. All guidelines issued by Central Government from time to time with respect to various activities of the sector under which the bidding company falls shall be mandatorily binding on the company. The bidders should keep themselves updated and ensure necessary up-gradations/enhancements for complying with the guidelines, without extra cost to Tea Board. A compliance certificate to be issued by all the selected bidders each half year in January and July.

18. The bidders shall be responsible for maintaining all security compliances necessary for their link, equipments, etc.

19. The bidders should not capture/store/use/share any of the stakeholders’ information (like license number, name, phone number, card details etc.) for any purpose, other than the ones specified in this document.

20. Bids submitted shall remain valid for 180 days from the date of opening of the bids.

20. **Force Majeure**

If any time, during the continuance of this Agreement, the performance in whole or in part by either party or any obligation under this Agreement shall be prevented or delayed by reason of any war, or hostility, fires, floods, explosions, epidemics, quarantine restrictions, 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 Agreement 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
Agreement shall be resumed as soon after such event may come to an end or cease to exist, and the decision of the Board as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days the Board may, at its option terminate the Agreement.

21. Arbitration

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 Deputy Chairman, Tea Board, Kolkata for appointment of Arbitrator. The appointment of an arbitrator shall be in accordance with the Arbitration and Conciliation Act, 1996. There shall 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.

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.

The venue of the arbitration proceeding shall be in Kolkata and the language shall be English.
22. Rejection/Termination of Agreement

The Board has right to reject/cancel the Agreement if the work/services are not found to meet the specifications laid out or are not as per the terms of the tender /work order. No charges shall be paid for the defective work. This can be done at any stage of the work.

In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high, then Board retains the right to terminate the contract with the selected company and in such case, the applicant shall not be entitled to claim any damages from Tea Board or make any claim for fees in respect of such unsatisfactory/ substandard services / supply / work.

As also Board reserves the right to terminate the contract if it is established on the basis of price discovery that it would be beneficial for the Board to go in for a fresh RFP.

23. Pre-Bid Meeting:

1. Tea Board shall organize a pre-bid meeting as per the schedule at its Head Office, Kolkata. The purpose of this meeting is to clarify doubts, issues and respond to questions on any matter that may be raised at that stage. The responses shall be confined to issues related to the requirements mentioned in this document. Responses to all the clarifications, doubts, queries received by e-mails and response to queries raised during the pre-bid meeting shall be posted on Board’s website. Any modification to the RFP document that may become necessary after the pre-bid meeting shall be prepared by Board as an addendum. The addendum shall be posted on Board’s website.

2. Prospective applicant may attend the pre-bid meeting with not more than two (2) representatives.

3. Those representatives of prospective companies who choose to attend the pre-bid meeting are requested to carry with them either an authority letter from their company on
their letter head or produce any other identification as proof like visiting cards of the representing company who has procured the RFP.

24. **Subcontracting:**

The bidders shall notify the purchaser in writing of all subcontracts awarded within 15 days from the date of issuance of work order, 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 Agreement. In the event of the applicant’s transferring or assigning the order whole or part to anyone without Board’s permission, the applicant shall be considered as having thereby committed a breach of Agreement in question and shall make the order liable to be cancelled and the security money shall be liable to be forfeited. Even if the work is subcontracted, it shall be sole responsibility of the contractor to execute the contract and in no case Tea Board shall deal with the subcontractor directly/ indirectly.

25. **Waiver of Minor Irregularities:**

Board reserves the right to waive minor irregularities in proposals provided such action is in the best interest of Board.

Where Board may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the applicant from full compliance with the RFP specifications and other contract requirements if the applicant is selected.

26. **Modification/Withdrawal of Proposals:**

A submitted proposal shall not be allowed to be modified at any cost. However, a submitted proposal may be withdrawn by the applicant by submitting a signed written request for its withdrawal to Board but in such a case the earnest money shall be forfeited.
27. **Non-Disclosure:**

The contents of the proposal and all the project outputs should not be disclosed to any party unless applicant and Tea Board mutually agree in writing to the same. Applicant shall not use the contents of this proposal to bid for any other contract.

28. **Clarification:**

Request for clarification should be mailed by an official authorized by the applicant to clrpfqueries@gmail.com only in the format given below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Section</th>
<th>Page No</th>
<th>Clause No</th>
<th>Description in RFP</th>
<th>Clarification sought</th>
<th>Additional Remark (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

All e-mail communications should mention the subject as “Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links”.

29. **Non-Disclosure Agreement (NDA) for Information and Data security:**

Along with the performance guarantee, the selected applicant shall have to sign the Non-Disclosure agreement on a stamp paper as per the format given in Annexure-G and should be duly notarised. The empanelment shall be legalised only on the agreement/contract/license being awarded by Tea Board to the applicant along with the submission of Bank Guarantee/FDR and the NDA submitted by the successful bidder/applicant.
ANNEXURE A

PROPOSAL COVERING LETTER

(A copy to be enclosed with the proposal)

Date:......................

To,
Secretary
Tea Board
Kolkata

Dear Sir,

We........................................ (Name of the bidder) hereby submits our proposal in response to notice inviting tender date.................... and tender document no. ..........

.................. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.

2. We shall make available any additional information if required to verify the correctness of the above statement.

3. Certified that the period of validity of bids is 180 days from the last date of submission of the proposal, and

4. We are quoting for all the services mentioned in the tender.

5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.

6. We are submitting our proposal duly completed in all respect

   a. Application in electronic form with all required annexure/documents
   b. Hard Copy (1 copy) (except the commercial proposal)

Yours sincerely,

Full name of signatory with stamp
Designation
Name of the bidder (firm, etc.)
with seal and signature
## Application Format

*(To be submitted in company’s letter head)*

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Information to be filled by the applicant company</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder/applicant company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Incorporation Status of Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Registered address of the company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year of establishment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date of registration &amp; ROC Reference No.</td>
<td></td>
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<tr>
<td></td>
<td>Head of the organization along with his designation, address, contact details and e-mail ID.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name, address, phone no. and e-mail of contact person handling this proposal</td>
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<tr>
<td></td>
<td>Website of the company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name and address of the Authorized Signatory along with his designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email &amp; contact no. of Authorized Signatory</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Application fee of Rs. 5000/-</td>
<td>Submitted/Not submitted</td>
</tr>
<tr>
<td>3</td>
<td>Earnest Money of Rs. 1,00,000/-</td>
<td>Submitted/Not submitted</td>
</tr>
<tr>
<td>4</td>
<td>Detailed proposal of the company</td>
<td>Submitted/Not submitted</td>
</tr>
</tbody>
</table>

**Seal & Signature**

**Place:**

**Date:**

**NAME**

**DESIGNATION**

**ON BEHALF OF**
Annexure –C

Experience Format

*(To be submitted in company’s letter head)*

I/We have successfully completed commissioning and installation of MPLS VPN connectivity to various organizations given below to their satisfaction.

I/we also enclose photo copies of certificates of our experience (project completion certificate and performance certificate of the concerned organizations, duly self-certified along with the name, designation, e-mail ID & contact details of the nodal person handling the project in the concerned organisation).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name and address of the Organization for which the work has been completed</th>
<th>Nodal person’s name, designation - mail ID and contact no. of the concerned organisation</th>
<th>Details of Work completed/ system developed</th>
<th>Order No. with Date</th>
<th>Value of the order</th>
<th>Date of completion of the order</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Seal & Signature

Place:

Date:

NAME

DESIGNATION

ON BEHALF OF
**Declaration for Deviation**

*(To be submitted in company’s letter head)*

It is hereby declared that I/ we, the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender/proposal under proper lawful power of attorney.

I/We also certified that all the terms and conditions etc. of the tender document are fully acceptable to me/us except the following clauses/ sub-clause/s.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Clause / Sub Clause no.</th>
<th>Reason for non-acceptance</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Seal & Signature

Place: Date:

NAME

DESIGNATION

ON BEHALF OF

34
Annexure – E

Commercial Template

(To be submitted in company’s letter head)

<table>
<thead>
<tr>
<th>SL</th>
<th>Description of items</th>
<th>Qty Nos.</th>
<th>Total Price (Exclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For Data Centre at Mumbai</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Installation and commissio ning Charges (One time charges).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Annual recurring charges (MPLS) for 8 Mbps Bandwidth (inclusive of managed services)</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cost of providing the service through installation of router.</td>
<td>01</td>
<td>1st Year</td>
</tr>
</tbody>
</table>

In rupees (figures and words)
- Cost of providing the service through installation of firewall
<table>
<thead>
<tr>
<th>Sl No</th>
<th>Location with Address</th>
<th>Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>To be quoted in rupees (both in figures and words)</td>
</tr>
<tr>
<td></td>
<td>Installation and commissioning Charges</td>
<td>Annual recurring charges (MPLS) for 2 Mbps Bandwidth (inclusive of managed services) (01 Nos.)</td>
</tr>
<tr>
<td>1</td>
<td>Kolkata Tea Auction Centre at Nilhat House, 11 R. N. Mukherjee Road, Kolkata – 700 001</td>
<td>1st Year</td>
</tr>
<tr>
<td>2</td>
<td>Guwahati Tea Auction Centre at Dispur, Guwahati – 781006</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Siliguri Tea Auction Centre at Malaguri, Pradhanagar, Siliguri – 734 003</td>
<td></td>
</tr>
</tbody>
</table>
Total of 3 years should be the evaluation criteria including taxes and duties.

Taxes/levies on the above quoted rates to be clearly mentioned in percentage:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rate in percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GST as applicable</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Other taxes, if applicable (please mention)</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The transaction charges are exclusive of taxes i.e. GST as applicable which are to be shown separately and shall be payable as applicable.
Annexure-F

BANK GUARANTEE TEMPLATE

THIS DEED OF GUARANTEE MADE THIS ................. DAY OF ................. between the Tea Board of India (A body corporate under the Ministry of Commerce & Industry, Govt. of India), having its Head Quarter at 14 B.T.M Sarani, Kolkata (hereinafter called the “BOARD”) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and ...................... (hereinafter called the “Company” giving performance guarantee) (Which expression shall unless excluded by or repugnant to the context include is successors and assignees) of the other part.

WHERE THE BOARD accepted the tender of .............. (hereinafter called the Company) to provide MPLS (Multiprotocol Label Switching) Service as per the Agreement.............. Dated...................... (hereinafter referred to as the said Agreement)

AND WHEREAS the said Agreement provides that the company shall furnish Bank Guarantee to the extent of 10% of the contract value as and by way of security for the due observance and performance of terms and conditions of the Agreement.

AND WHEREAS at the request of the company, the Bank giving performance guarantee has agreed to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the premises, the bank giving performance guarantee hereby undertakes and agrees to pay on demand to Tea Board 10% of the contract value.
2. The bank giving performance guarantee shall pay to the Board on demand the sum under clause above without demur and without requiring the Board to invoke any legal remedy that may be available to it. It is agreed and further declared that the Board shall be the sole judge of and in case bank were to commit breach or breaches, if any, of the terms and conditions of the said Agreement and the extent of losses, damages, cost, charges, expenses caused to or suffered by or that may be caused to or suffered by the Board from time to time shall be final and binding on the bank giving performance guarantee.

Secondly, the right of Tea Board to recover from the bank giving performance guarantee any amount under this guarantee merely on demand shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the bank with regard to their liability in question or the proceedings pending before any tribunal, arbitrator with regard thereto or in connection there with and thirdly the bank giving performance guarantee shall immediately pay the amount of guarantee to Tea Board on demand and it shall not be open to the bank to know the reasons of or to investigate or to go into the merits of the demands or to question whatsoever. Bank giving performance guarantee agrees that it shall not be open to them to require proof of the liability of the bank to pay the amount before paying the sum demanded under this Guarantee clause above.

3. The guarantee is in addition to and not in substitution for any other guarantee executed by the bank giving performance guarantee in favour of Tea Board on behalf of the bank.

4. The bank and the Board will be at liberty to vary and modify the terms and conditions of the Agreement without affecting this guarantee, notice of which modifications to the bank giving performance guarantee hereby waived.
5. This guarantee shall not be affected by any change in the constitution of the bank giving performance guarantee or of the company nor shall the guarantee be affected by any amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

6. The neglect or forbearance of the Board in enforcing any payments of money, the payment thereof is intended to be hereby secured or the giving of time by Tea Board for the payment thereof shall in no way release the bank giving performance guarantee from its liability under this deed.

7. This guarantee is irrevocable except with the written consent of the Tea Board.

8. This guarantee shall come into force from the date hereof and shall remain valid till ............. but if the period of the Agreement is, for any reason, extended and upon such extension if the company failed to furnish fresh or renewed guarantee for the extended period plus three (3) months, the bank giving performance guarantee shall pay to Tea Board 10% of the contract value immediately on the demand of Tea Board.

IN WITNESS WHEREOF

For and on Behalf of the Bank giving performance guarantee have signed this Deed on the day and year above written

WITNEESS:
-

1. 

2. 

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Signed by for and on behalf of the Bank giving performance guarantee

Date: SIGNATURE & SEAL OF TENDERER

Address: NAME

DESIGNATION

ON BEHALF OF
ANNEXURE -G

NON DISCLOSURE AGREEMENT

(To be taken on Rupees 100 Non Judicial Stamp Paper)

This Agreement is made on this ------- day of ------------, 2019 ("Effective Date") between TEA BOARD of India (A body corporate under the Ministry of Commerce & Industry, Govt. of India) having its Headquarter at 14, BTM, Sarani, Kolkata (hereinafter called the "Board") (which expression shall unless excluded by or repugnant to the context or meaning thereof shall mean and include its successors and assignees) of the one part.

AND

The ..........(hereinafter called the company which expression shall, unless repugnant to the contract/license include its successors and assignees) of the other part.

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party to this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

Tea Board and the company shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:
Article 1: PURPOSE

The purpose of this Agreement is to maintain confidentiality of the various Confidential Information, which is provided or exchanged between Board and the company to perform the respective promises in furtherance of this Agreement (hereinafter called “Purpose”) set forth in below:
(For selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links).

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party’s sole costs.
Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

**Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

**Article 4: DISCLOSURE**

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient’s obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or
controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

**Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction, if otherwise permissible under the rules framed by the Govt. regarding retention of records as framed from time to time.

**Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement shall prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 8: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Kolkata in India.

Article 9: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 10: TERM

This Agreement shall remain valid from the date of execution till the termination or expiry of this Agreement, whichever is earlier. The obligations of each Party hereunder shall continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 11: INTELLECTUAL PROPERTY RIGHTS

Neither Party shall use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or
in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

**Article 12: GENERAL**

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

**<Company>**

By: __________________________
Name: _______________________
Title: _______________________
Date: _______________________

**Tea Board**

By: __________________________
Name: _______________________
Title: _______________________
Date: _______________________

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Address of Auction Centres

1. Calcutta Tea Traders Association (CTTA), 6, Netaji Subhas Road, Kolkata -700 001.
2. Guwahati Tea Auction Committee (GTAC), G S Road, Dispur, Guwahati - 781 006
3. Siliguri Tea Auction Committee (STAC), P.O. Pradhan Nagar, Mallaguri,Siliguri - 734403
4. Tea Trade Association of Cochin (TTAC), Tea Trade Centre, Indira Gandhi Road,
   Willington Island,Kochi - 682 003
5. The Coonoor Tea Trade Association (CTTA), Tea Community Centre, 30E, Quail Hill,
   Coonoor-643101,Nilgiris
**Detailed technical specification of the router and firewall to be installed for providing the service**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of centre/service location</th>
<th>Specification of router</th>
<th>Specification of firewall</th>
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<td>1</td>
<td>Calcutta Tea Traders Association (CTTA), 6, Netaji Subhas Road, Kolkata - 700 001</td>
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<td>2</td>
<td>Guwahati Tea Auction Committee (GTAC), G S Road, Dispur, Guwahati - 781 006</td>
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<tr>
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<td>Tea Trade Association of Cochin (TTAC), Tea Trade Centre, Indira Gandhi Road, Willington Island, Kochi - 682 003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Coonoor Tea Trade Association (CTTA), Tea Community Centre, 30E, Quail Hill, Coonoor-643101, Nilgiris</td>
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</tr>
<tr>
<td>6</td>
<td>Data Centre at Mumbai</td>
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