

Request for Proposal for Setting up of Auction Centre at Jorhat



REQUEST FOR PROPOSAL

For

**SELECTION AND APPOINTMENT OF SERVICE PROVIDERS FOR e-AUCTION OF TEA AT
JORHAT, ASSAM**

(Ref No: 6(29)/LC/2014/Jorhat/10222)

TO BE SUBMITTED BEFORE

3.00 P.M on 31.01.2018

ADDRESSED TO

Secretary, Tea Board

14, B.T.M. Sarani,

Kolkata-700001

Table of contents

Notice Inviting RFP

Sl. No.	Contents	Page No.
Sec-1	Bid Scheduled and address	4
Sec-2	About Tea Board	5
1	Major Activities of the Board	5-7
2	Objective of RFP	7
3	Extent of Proposal	7
4	Schedule of Activities for RFP	7-8
5	Due diligence	8
6	Ownership of RFP	8
7	Brief Scope of Work	8-9
8	Minimum Eligibility Criteria	10-11
9	Submission of Bid	11-12
10	Content of Envelope	12-14
11	Bid Evaluation Process	14-15
12	Signing of the document	16
13	System Acceptance Testing	16
14	Training	17
15	Deposit of EMD	17
16	Deposit of Bank Guarantee	18
17	Penalty	18
18	Other Terms and Conditions	19-23
19	Force Majeure	23
20	Arbitration	23-24
21	Rejection/Termination of agreement/contract/license	24
22	Pre-Bid Meeting	25
23	Subcontracting	25
24	Waiver of Minor Irregularities	26
25	Modification/Withdrawal of Proposals	26
26	Non-Disclosure	26
27	Clarification	26
28	Non-Disclosure Agreement (NDA) for Information and Data security	27

Request for Proposal for Setting up of Auction Centre at Jorhat

29	Annexure	
	A (Application Format)	28
	B (Experience Format)	29
	C (Declaration for Deviation)	30
	D (Details Of Functional and Technical Specifications)	31-36
	E (Commercial Template)	37-38
	F (Bank Guarantee Template)	39-41
	G (Non Disclosure Agreement)	42-47

Request for Proposal for Setting up of Auction Centre at Jorhat

Section-1- Bid Schedule and Address

Sl. No.	Description	Detailed Information
1	Name of the Project	Request for Proposal for Selection and Appointment of Service Providers For e-Auction of Tea at Jorhat, Assam
2	RFP Reference Number	6(29)/LC/2014/Jorhat/10222
3	Date of publishing in the Board's website	10 th January, 2018
4	Pre-Bid meeting	23 rd January, 2018 at 04.00 PM
5	Last date and time for Bid Submission	31 st January, 2018 at 03.00 PM
6	Address of Bid Submission	Secretary, Tea Board, 14, B.T.M. Sarani, Kolkata-700001
7	Date and Time of Opening of Bid	31 st January, 2018 at 04.00 PM
8	Date and Time of the Presentation	Date/ time will be communicated to the bidders
9	Date and time of Commercial Bid Opening	Date/ time will be communicated to the eligible bidders
10	Bid Related Queries	Controller of Licensing, Tea Board, Kolkata. Contact no.-033-2235-1331 Ext. No.- 224, e-Mail- clrfpqueries@gmail.com All e-mail communications should mention the subject as "Selection and Appointment of Service Providers For E-Auction of Tea at Jorhat, Assam"
11	Application fee	Rs.5000/- (Rupees Five Thousand Only)
12	EMD/Bid Security	Rs. 5,00,000/- (Rupees Five lakhs only)

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Application fee: DD shall be made in favor of "Tea Board" for Rs. 5,000/- (Rupees Five Thousand only) payable at Kolkata.

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, and is headed by Chairman. The Deputy Chairman is the Chief Executive Officer of the Board.

- a) The Secretariat headed by Secretary looks after Establishment / administrative works and co-ordinates with the various departments.
- b) 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.

Request for Proposal for Setting up of Auction Centre at Jorhat

- c)** The Development Directorate headed by the Director of Tea Development is responsible for formulation and implementation of various developmental schemes and rendering assistance to the industry in the procurement, distribution and movement of essential inputs.
- d)** The Promotion Directorate headed by the Director of Tea Promotion looks after the works relating to Marketing and Promotion of tea in India and abroad.
- e)** The Research Directorate headed by the Director of Research is responsible for co-ordination of tea research carried out by the different tea research institutions in the country and monitoring the functions the Tea Board's own Research Station.
- f)** The Licensing Department headed by the Controller of licensing is responsible for issue of business licenses for tea exporters and distributors, recording the ownership of all tea gardens in India and implementation of the Tea Waste (control) Order and Tea Warehousing (control) Order.
- g)** The Labour Welfare Department headed by Welfare Liaison Officer(North) looks after the work relating to implementation of welfare schemes of the Board.
- h)** The Statistics Department headed by the Statistician is responsible for the collection of Statistics relating to tea area production, tea prices, export, import, labour and all other related data and carrying out techno-economic surveys of various tea growing areas in the country including cost studies.
- i)** The Law Cell headed by Law Officer Looks after all legal matters arising in various functional departments mentioned above.
- j)** Hindi Cell headed by the Deputy Director(Hindi) is responsible for the implementation of the provisions of Official Languages Act and various related measures.
- k)** Vigilance Cell: Tea Board's Vigilance Cell is headed by the Deputy Chairman of the Board who has been appointed as the Chief Vigilance Officer of the Board by the Central Vigilance Commission. The Cell engages itself with surveillance and preventive vigilance, in addition to taking appropriate action in matters arising out of

Request for Proposal for Setting up of Auction Centre at Jorhat

information / complaints. The Cell attends to queries of the Government of India and the Central Vigilance Commission as and when such queries are received. Monthly and Quarterly Reports are prepared and sent to the Ministry of Commerce and the Central Vigilance Commission. The overall vigilance activities are looked after by the Chief Vigilance Officer who is assisted by the Vigilance officer.

2. Objective of RFP:

The scope of the RFP is to select and appoint a suitable service provider for conducting bulk auction of teas produced in and around Jorhat under electronic platform. The successful bidder will be awarded with the “Organiser of Tea Auction” license under the provision of the Tea (Marketing) Control Order, 2003.

In this connection, Board would like to invite proposal from service providers for providing end-to-end integrated solution in relation to pre-auction, auction and post auction activities for teas produced in Assam or any other place across the country for a period of one (1) year renewable further as per the provisions stipulated in the Tea (Marketing) Control Order, 2003 and guidelines of the Board.

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. Schedule of Activities for RFP

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

Request for Proposal for Setting up of Auction Centre at Jorhat

The bidders can submit the bid response at Secretary, 8th Floor, Tea Board, Kolkata-700001, along with non-refundable amount of Rs. 5,000/- (Rs Five thousand only) in envelope A, payable in the form of Demand Draft from any scheduled commercial bank in India favoring "Tea Board" payable at Kolkata.

5. 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 the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will 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.

6. 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.

7. Brief Scope of Work

1. Tea Board intends to obtain services from capable and experienced service providers for the works of e-Auction of tea through customized and secured public electronic platform of their own. Bidder should be able to provide service best practiced in the industry clubbed together with latest technology.
2. The service provider shall be responsible to conduct auctions electronically using a user friendly and secured model which is required to be different from the existing e- auction

Request for Proposal for Setting up of Auction Centre at Jorhat

- platform provided by Tea Board. **The proposed model shall be innovative in nature and shall be able to accommodate large number of buyers and sellers in the process ensuring fair price discovery in a transparent and secured manner.** Preference would be given to those applicants who can facilitate sale of teas in an electronic environment from the manufacturing unit itself.
3. The bidder should have facility for integrating their system with system/s of third parties, if required.
 4. The bidder shall provide training for a period of at least 1 week to the designated officers of Tea Board and other stakeholders identified/approved by the Board.
 5. Bidder shall provide all the material/document in regard to the new process to Tea Board and other stakeholders identified/approved by the Board.
 6. All the contents of the e-Auction portal should be in English as well as in Hindi.
 7. For the purpose of RTI/Court Cases, system generated reports/logs should be provided to Tea Board as and when required.
 8. The bidder shall provide dedicated resource for handling the e-auction process on a day to day basis. The team should have technical as well as non-technical resources.
 9. Any change at the policy or technical level should be intimated to Tea Board on real time basis.
 10. The applicant shall provide 12x6 (hrs/days) help desk. The help desk should be responsible to receive the call& replying to e-mails given by the stakeholders.
 11. The bidder shall provide Test/URL for testing/in acceptance of the system.
 12. The bidder shall designate the Branches/Offices that will handle the business on a day-to-day basis for each of the auction centers mentioned above. In case of centralized operations the bidder shall provide efficacy of such centralized office.
 13. Any matter which could not be resolved by the help desk should be immediately referred to the dedicated team or next level for early solution & prompt reply.
 14. A senior officer of the bidder company shall be designated to interact with Tea Board and other stakeholders of the industry as a Single Point of Contact (SPOC).

8. Minimum Eligibility Criteria:

Sl. No.	Minimum Eligibility Criteria	Supporting Document
1	The applicant should be an organization having registered office in India	Copy of certificate of incorporation/any other relevant document.
2	The applicant should be CMMI level 5 certified IT company.	Copy of the certificate to be attached.
3	The company should have experience in conducting similar other e-auctions/any other processes in reputed Govt./Govt. undertaking/PSU's/Private organisations for last 5 years.	Details of the project handled should be submitted along with supporting documents as mentioned at Annexure-B. The details of projects taken over but yet to be implemented, if any should also be provided as additional information.
4	The applicant must be a profitable IT company in last 3 years.	The copy of the audited profit and loss statement of the company and balance sheet along with a certificate from CA showing compliance to be submitted.
5	The company has never been blacklisted/ barred/ disqualified/suspended by any state/central govt. / UT Administration/Semi Government Organization/PSU or any Company.	Self-Certification/declaration.

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.

Request for Proposal for Setting up of Auction Centre at Jorhat

- 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.

9. Submission of Bid

- i. The Bid shall be submitted in 3 different envelopes, Envelope A (Eligibility Bid), Envelope B (Technical Bid) and Envelope C (Commercial Bid).
- ii. Each of the 3 envelopes shall be securely sealed and stamped and put into an outer envelope marked as **“Request for Proposal for Selection and Appointment of Service Providers for e-Auction of Tea at Jorhat, Assam”**
- iii. The outer envelope shall be addressed to the Secretary, Tea Board at the address mentioned in Section 1 of this RFP document and shall be properly sealed and stamped.
- iv. If the outer envelope is not sealed and marked as indicated, Tea Board will assume no responsibility for the bids misplacement or premature opening.
- v. Earnest Money Deposit of Rs. 5,00,000/- (Rupees five lakhs only) in the form of Demand Draft from a scheduled commercial bank in favour of “Tea Board” payable at Kolkata must accompany all tender offers as specified in this tender document.
- vi. **EMD amount to be submitted should not be mixed with Technical/Commercial bid and should be kept in a separate sealed envelope and to be put inside the outer envelope.**
- vii. All the envelopes must be super-scribed with the following information:
 - Type of Offer (Eligibility, Technical or Commercial bid)
 - Tender Reference Number : 6(29)/LC/2014/Jorhat/10222

Request for Proposal for Setting up of Auction Centre at Jorhat

- Date of submission : 31st January,2018
- Name of the Bidder
- Name of the Authorized Person

viii. All Schedules, Formats and Annexures should be stamped and signed by an authorized officer of the bidder.

ix. **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.**

10. Contents of the 3 envelopes

Envelope A – Eligibility bid:

The following documents as per the sequence listed shall be inserted inside Envelope A:

1. Application Form as per Annexure- A
2. Application fee of Rs. 5,000/- (Rupees five thousand only) in the form of Demand Draft in favour of Tea Board payable at Kolkata.
3. Copy of certificate of incorporation/any other relevant document.
4. Certificate in respect of CMMI Level 5.
5. Work experience as per Annexure-B.
6. Declaration for deviation as per Annexure -C
7. Copy of audited profit and loss account statement and balance sheet for last 3 financial years.
8. Self declaration on black listing.
9. RFP document duly sealed & signed by the authorized signatory in each page.
10. Table of contents (List of documents enclosed as per requirement)

Envelope B – Technical bid:

The Technical bid should be completed in all respects and contain all information asked for, **except prices**. The **TECHNICAL BID** should include the following:

1. Detailed architecture of the proposed solution with various features/functions of the system including fail over methodology/strategy.
2. Details as asked for in **Annexure-D**.
3. Details of licenses required for product/software.

Envelope C – Commercial bid:

The commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The prices quoted in the commercial bid as per the format given in Annexure- E should be without any conditions (**All prices should be quoted in Indian Rupees only**). The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

Prices should be valid for 180 days from the date of submission. All increase in price will be to company's account.

Envelope relating to submission of EMD amount

In addition to the above 3 envelopes, there should be a separate sealed envelope containing the EMD amount of Rs.5,00,000/- (Rupees Five Lakh Only) in the form of DD from a scheduled bank in favor of Tea Board payable at Kolkata.

Request for Proposal for Setting up of Auction Centre at Jorhat

All the above four (04 nos.) envelopes (Envelope A, B, C & envelope for EMD amount) should be properly sealed and super-scribed with relevant information and submitted in an outer envelope marked as **“Request for Proposal for Selection and Appointment of Service Providers for e-Auction of Tea at Jorhat, Assam”**.

Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

11. Bid Evaluation Process:

The technical proposal will be evaluated only for those bidders who fulfill the minimum eligibility criteria as given under **Sl. No. 8 of Section 2 (Minimum Eligibility Criteria)** in this document. Failure to meet any of these criteria specified will disqualify the bidder and will be eliminated from further process.

11.1. Functional and Technical Evaluation:

Functional and Technical evaluation will be of 100 Marks consisting of two stages.

Stage 1 –Functional and Technical specification evaluation. - 50 Marks

Stage 2 –Presentation 50 Marks

Stage1:

The **FUNCTIONAL & TECHNICAL SPECIFICATIONS** for the RFP are given in **Annexure-D**, bidders are requested to give their response to each of the items.

The Functional & Part I of the technical specifications is mandatory. In case, the applicant company does not meet any of the criteria, further evaluation will not be carried out for Part II of the technical specifications and any subsequent stages and the bidder will be eliminated from the process.

Request for Proposal for Setting up of Auction Centre at Jorhat

Those bidders who meet the mandatory criteria of Functional & Part I of Technical Specifications, in respect of them further evaluation will be carried out as given in the Part-II of Technical Specifications.

Points will be awarded as mentioned in the scoring remarks against each of the parameters of the Part-II of Technical Compliance Template.

Stage 2:

The top four (4 nos.) proposals in stage 1 (Functional and Technical Compliance) will be called for making presentation/walkthrough before a committee as part of evaluation process and marks will be awarded as follows:

- 1) Presentation/Walkthrough/Demo - 20 Marks
- 2) Technical Ability, Past Experience, etc. - 30 Marks

Marks secured under stage 1 i.e. Part-II of the Functional & Technical Specifications and stage 2 will be added to arrive at the total score. The proposal securing the highest combined score will be ranked as R1, Second highest as R2 and Third Highest as R3 and so on. The commercial bids for top three (3 Nos.) proposals securing highest marks will be opened.

No further discussion/interaction will be granted to the bidders who have been technically disqualified.

11.2 Commercial Bid Opening/Evaluation:

The commercial proposal of **Top Three (3)** shortlisted bidders (based on the technical score) will be opened. Proposal with the lowest cost shall be considered as most responsive offer i.e. L1 offer & second lowest as L2 offer. However, Tea Board will not bind itself to accept the lowest commercial or any commercial and reserve the right to accept any proposal, whole, or in part.

Tea Board's decision in respect to evaluation methodology and short-listing of bidders will be final and no claims whatsoever in this respect will be entertained.

12. Signing of the Document:

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 license. It may be noted carefully that till such time the fresh license is issued embodying the agreed conditions, the conditions given in the proposal document shall govern the agreement/contract/license.
2. The terms and conditions of the license 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 Organisation.
3. The individual signing the tender and/or other documents connected with the agreement/contract/license 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/contract/license 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.
5. In other cases, the resolution/ authorization/ attorney duly attested by NOTARY PUBLIC should be submitted with the tender if not already done.

13. System Acceptance Testing:

Unsatisfactory performance of the system may result in rejection of part or all of the system under acceptance testing. Acceptance testing will run for one week or as decided by the Board that time. Acceptance test will end when the performance of the system meets the functional & technical requirement.

At the end of the successful completion of the acceptance test, the system shall be accepted.

14. Training:

1. The company shall organize training as follows:
 - a. User level training of maximum of 7 days to be held at the centre including hands on support to be provided in batches during installation/configuration.
 - b. Minimum two trainers should be made available for hand holding i.e. on the job training period.
2. Bidder will provide documentation (user manual) to Tea Board (hardcopy and softcopy) who in turn will circulate the same to all the users. The user manual will also be uploaded in Tea Board's website for ready reference to the users. Document should give illustration for each type of activity with issues and action steps.
3. Training also includes knowledge transfer to core team, engineers/operators and support personnel.
4. User training should include amongst other the following:
 - i) Features/Functionality available
 - ii) Administration/Parameterization
 - ii) Trouble shooting,
 - iv) Interpretation of Reports/logs etc.

15. Deposit of EMD:

The bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 5,00,000 (Rupees Five Lakhs only) in the form of DD from a scheduled bank in favour of "Tea Board" payable at Kolkata (refundable).

16. Deposit of Bank Guarantee (BG):

The successful bidder shall furnish the performance security (BG) equivalent to Rs. 1.50 crore (Rupees One Crore and Fifty Lakhs Only) in the form of Performance Bank Guarantee issued by a public sector bank in India for a period of agreement/contract/license plus (3) three months on prescribed proforma. If the agreement/contract/license is renewed, the bidder shall have the bank guarantee extended accordingly i.e. extended period plus (3) three months. The bank guarantee shall be released after 3 months of satisfactory completion of all the works against the agreement/contract/license and after deductions of any liability against the agreement/contract/license.

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

- a. When the terms and conditions of contract/agreement/ license is breached.
- b. When the bidder fails to make complete system satisfactorily.
- c. When contract/agreement/license is being terminated due to non-performance of the bidder.

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

17. Penalty

The development of the required software along with all other allied arrangements should be completed maximum within 3 months time and in any case should not exceed 4 months from the date of agreement/contract/license. Any time beyond from four months may call for penalty.

If the bidder fails to complete the work within prescribed period (4 months) or within any extended time allowed on account of delay due to unforeseen reasons beyond control, the bidder shall pay at Rs.1,00,000/-(One Lakh only) per week subject to a maximum of Rs.10,00,000/- (Ten Lakh only) and in addition his earnest/security money lying with the Tea Board shall be forfeited.

18. Other Terms and Conditions:

1. The proposal is for a period of One (01) Year renewable every year as per the provisions stipulated in the Tea (Marketing) Control Order, 2003 and guidelines of the Board.
2. The agreement/contract/license shall remain in force from the date of entering into contract/license but it can be suspended/cancelled at any time and any stage by Tea Board during the validity of the contract/license 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 license can, however, be done if Tea Board and the bidder company both agree mutually.
4. The company will depute a senior officer of the company as a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required thereon.
5. The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.
6. Selected bidder will be awarded with the “Organiser of Tea Auction” license under the provision of The Tea (Marketing) Control Order, 2003 with mutually agreed terms and condition as has been defined in this document.
7. Bidder should specify only a single solution which is cost-effective and meets Board’s requirement and should not include any alternatives.
8. The Bidder 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 will provide no reimbursement for such costs.

Request for Proposal for Setting up of Auction Centre at Jorhat

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. All version upgrade should be free, i.e. there should not be any licensing cost. While quoting, the bidder should anticipate the version /product changes during the entire project period and should budget the same in their commercial proposal.
12. The bidder will be responsible to provide complete documentation of the solution (print three copies and soft copy) which includes but not limited to the following:
 - a. User Manuals; including Error Messages, their meanings and action steps.
 - b. Technical Integration Documents
13. Bidder shall be responsible for Post implementation/live Support /on-site support/Call centre services/help desk.
14. Bidder shall be responsible for knowledge transfer to the incoming company at the end of contract/license period. This shall include amongst other, system walkthrough and hands on support for minimum of 4 weeks.
15. The EMD amount of unsuccessful bidders would be returned on completion as soon as they are eliminated from the RFP process. For successful applicants, the EMD will be returned after receipt of performance security & issuance of order.
16. 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 contract/license post selection.
17. The Successful bidder shall furnish the (BG) performance security equivalent to Rs.1.50 crore (Rupees One Crore and Fifty Lakhs Only) in the form of Performance Bank Guarantee issued by

Request for Proposal for Setting up of Auction Centre at Jorhat

a public Sector Bank in India for a period of contract/license plus (3) three months in prescribed proforma (**Annexure –F**).

18. If the contract/license is extended for any reason, the bidder shall have the Bank Guarantee extended accordingly i.e. extended period plus (3) three months.

19. The bank guarantee shall be released after 3 months of satisfactory completion of all the works against the contract/license and after deductions of any liability against the contract/license.

20. Forfeiture of performance security-

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

- a. When the terms and conditions of contract/agreement/ license is breached.
- b. When the bidding company fails to make complete settlement satisfactorily.
- c. When contract/agreement/license is being terminated/ cancelled/ suspended due to non-performance of the bidder company.

21. Notice with reasonable time will be given in case of forfeiting of security deposit. The decision of the Board in this regard shall be final.

22. The Board will neither provide nor reimburse expenditure in connection with submission/processing of the tender.

23. The commercial quotes are to be given (in a separate sealed cover super scribed as “Confidential – Commercial Quote”) as per commercial template given as per **Annexure E**.

24. 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.

25. 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 bidder whereas in case the revision is downwards, the benefit is to be passed on to the Board.

Request for Proposal for Setting up of Auction Centre at Jorhat

26. 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 company 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 bidder each half year in January and July.
27. The bidder would be responsible for maintaining all security compliances necessary for their software etc.
28. The bidder should keep back up of create data shall be responsible for security/upkeep of data maintained on portal located in its owned/hired data center through proper security devices like Firewall protection, IDS, IPS etc. The bidder should create back-up of the transaction data and maintain the same in a secured/protected environment. Any variations against the prescribed norms interpolation/tempering made by foreign elements shall be detected and reported to Tea Board immediately who will then decide about the offence, if at all any, committed and take such action as deemed necessary for investigation and prosecution of the person(s) responsible for such offence under the Information Technology Act 2000 and its amendments or such other relevant provisions applicable to the cyber offences.
29. The bidder shall be responsible for reconciliation of all the transactions on a daily basis.
30. The bidder system should have capability of third party server integration, in case of any requirement. The complete details of such third party contract including detail specification of their system should be clearly furnished by the bidder company in the application submitted in response to this tender document.
31. Bidder should respond to systems failure in timely manner.
32. The bidder should not display any content like advertisement, company logo, company name etc. on payment page.

33. The bidder 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.

19. Force Majeure

If any time, during the continuance of this agreement/contract/license, the performance in whole or in part by either party or any obligation under this contract/agreement/license 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 contract/agreement/license 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/license 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/agreement/license is prevented or delayed by reason of any such event for a period exceeding 60 days the Board may, at its option terminate the contract/license.

20. Arbitration

In the event of any question, dispute or difference arising under this agreement/contract/license or in connection there-with except as to matter the decision of which is specifically provided under this agreement/contract/license, the same shall be referred to Deputy Chairman, Tea Board, Kolkata for appointment of Arbitrator. The appointment of an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD

Request for Proposal for Setting up of Auction Centre at Jorhat

Servant or that he was to deal with the matter to which the agreement/contract/license 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/contract/license 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.

21. Rejection/Termination of agreement/contract/license

The Board has right to reject/cancel the license 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 will 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/license with the selected company and in such case, the applicant will 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/license 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/contract/license.

22. Pre-Bid Meeting:

1. Tea Board will 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 will be confined to issues related to technical requirements only. Responses to all the clarifications, doubts, queries received by e-mails and response to queries raised during the pre-bid meeting will 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 will 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.

23. Subcontracting:

The applicant may subcontract or delegate or permit to perform any of the work, service or other performance required of the company under this agreement/contract/license. However, the details of such subcontract should be furnished to the Board along with the application submitted by the company in response to the tender document for consent of the Board. 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/contract/license in question and shall make the order liable to be cancelled and the security money shall be liable to be forfeited.

24. 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/license requirements if the applicant is selected.

25. Modification/Withdrawal of Proposals:

A submitted proposal will 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.

26. 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 will not use the contents of this proposal to bid for any other contract.

27. Clarification:

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

Sl. No.	Section	Page No	Clause No	Description in RFP	Clarification sought	Additional Remark (if any)

All e-mail communications should mention the subject as “Selection and Appointment of Service Providers for E-Auction of Tea at Jorhat, Assam”.

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

Along with the performance guarantee, the selected applicant will 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 will be legalised only on the agreement/contract/license being awarded by Tea Board to the applicant along with the submission of Bank Guarantee and the NDA submitted by the successful bidder/applicant.

Annexure-A

Application Format

(To be submitted in company's letter head)

Sl. No.	Particulars	Information to be filled by the applicant company
1	Name of the Bidder/applicant company	
	Type of Company	
	Registered address of the company	
	Head of the organization along with his designation, address, contact details and e-mail ID.	
	Name, address, phone no. and e-mail of contact person handling this proposal	
	Website of the company	
	Name and address of the Authorized Signatory along with his designation	
	Email & contact no. of Authorized Signatory	
2	Application fee of Rs. 5000/- in the form of DD in favour of Tea Board, payable at Kolkata	Submitted/Not submitted
	If submitted, Name of the Bank & DD No.	
	DD valid up-to	
3.	Earnest Money of Rs. 5,00,000/- in the form of DD in favor of Tea Board, payable at Kolkata	Submitted/Not submitted
	If submitted, Name of the Bank & DD No.	
	DD valid up-to	
4.	Detail proposal of the company	To be enclosed along with the application format

Seal & Signature

Place:

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure –B

Experience Format

(To be submitted in company's letter head)

I/We have successfully completed development and execution of software related to e-auction/similar process 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).

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

Seal & Signature

Place:

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure –C

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.

Sl. No.	Clause / Sub Clause no.	Reason for non-acceptance	Remarks

Seal & Signature

Place:

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure –D

DETAILS OF FUNCTIONAL AND TECHNICAL SPECIFICATIONS

(To be submitted in company's letter head)

1. Functional Specification:

The following operational requirements as mentioned at A & B are to be mandatorily complied by the bidder. The activities mentioned at A shall mandatorily be carried out by the bidders on its own through the electronic platform and the detailed process for each activities shall be submitted along with the main proposal. However, the activities detailed at B may be subcontracted by the bidder, if required.

A. The below section should be completed with YES or NO response along with brief process:

- I. Weekly Scheduling of auctions.
- II. Facility for conducting multiple e-Auctions simultaneously.
- III. Preparation and management of e-auction catalogue.
- IV. Online valuation of teas offered in the auction.
- V. Fixation of base value of teas to be sold in the auction in consultation with the concerned seller.
- VI. Facilitating e-auction (e-trading) through their electronic platform.
- VII. Reconciled MIS data and report to Tea Board and concerned stakeholders. Apart from this, the bidder should be in a position to provide to any information /data/MIS to Tea Board as and when required in the format desired by Tea Board.
- VIII. Facility for tracking status of transactions.
- IX. Publishing online trading reports and analytics after completion of each auction sale.
- X. Facility to send e-mail/SMS to stakeholders in relation to various transactions.
- XI. Publishing reports on market analysis on various matters related to auction trading.

B. The below section should also be completed with YES or NO response along with brief process and details of the third party, if engaged for the purpose:

- I. Collection and tasting of samples (Organoleptic).
- II. Chemical testing of samples on random basis.
- III. Distribution of free trade samples to the eligible buyers.
- IV. Facilitation of post-sale activities including collection and settlement of auction proceeds and delivery of teas to the buyer destination.

The third party to be engaged by the bidder company should have enough expertise in that particular field and should possess all requisite licenses, certifications, etc. from Govt./private/foreign institutions as per existing rules and regulations. The details of the arrangements to be made by the bidder, including the terms and conditions to be executed between both the parties, shall be disclosed to Tea Board along with the application to be submitted in response to this tender.

2. Technical Specification:

- Ñ **Part 1 of the below section should be completed with YES or NO response along with a certification from an independent auditor;**
- Ñ **Part 2 of the below section will be scored. The applicant company should provide necessary details and evidences to help in assigning the scores.**

Part-1

(To be submitted in company's letter head)

The following technical specifications are required to be mandatorily complied by the applicants:

- a. The company should have robust IT infrastructure (compliant to It Act) for handling the project.
- b. The e-auction system should be mandatorily hosted in a cloud environment.
- c. The system should have data transfer facility with minimum 128 bit encryptions.
- d. Must have adequate and redundant power facility
- e. The e-auction system should run on 24x7 basis to receive and send responses.
- f. The company should have risk/fraud management solution in place.
- g. System should have capability of third party server Integration, in case of requirement if any.
- h. Applicant company should have accreditation to quality management and information security management systems (ISO 9001:2008 & ISO 27001:2015). Copies of certificates to be attached.
- i. The company should have BCP and disaster recovery procedures in place so that the services are not disrupted for more than 4 hours.
- j. IT security and vulnerability audit report by a third party, not more than six month old.

Request for Proposal for Setting up of Auction Centre at Jorhat

Part-2:

(To be submitted in company's letter head)

The following technical specifications are required to be furnished for evaluation of the proposals submitted by eligible bidders:

Sl. No	Particular	Supporting documents	Total Marks	Scoring Remarks	Marks obtained
1.	Ability to handle concurrent users which may further increase over period of time.	Certificate from an independent Auditor highlighting the number of concurrent users the company is able to handle.	4	> 10000-4 5000-10000-3 <5000-2	
2	System response time during bidding process.	Certificate from an independent Auditor	4	Immediate-4 <5 Seconds-3 5-10 Seconds-2	
3.	Up time guarantee during auction with commensurate failover system.	Certificate from an independent Auditor	4	>99.9 % -4 95-99.9%-3 <95%-2	
4.	The system should be able to send email/SMS to the participants on closure of auction or any other activities.	The auditor should certify and quantify the time taken for sending these e-mail/SMS	3	Immediate-3 Others including lots/batches-2	
5.	The system should provide a feature for the participants to view status of the deals immediately after completion of auction.	The auditor should certify the availability of the feature & the same to be enclosed	3	Available-3 Not Available-0	

Request for Proposal for Setting up of Auction Centre at Jorhat

6.	Applicant company should have its own Data Centre or hired data centre in India having valid SLA for more than three years from the date of RFP.	Copy of Certificate to be attached indicating location	6	Own- 6 Hired-3	
7.	Applicant company should have own or hired data recovery site.	Copy of Certificate to be attached indicating location	4	Own-4 Hired-2	
8	The server to server integration, if required should be of high quality – viz: with minimal manual intervention; automated alerts in case of issues; availability of backup mechanism etc	Certificate from an independent auditor explaining the features	4	High quality with no manual intervention-4 Other S-2-S integration system-2	
9	Maximum concurrent volume handled by the applicant company at a given point of time during the last one year (Number of transaction per second, i.e. TPS)	Certificate from an Independent Auditor	4	>Average of all offers for technical evaluation-4 <Average of all offers- 2	
10	Volume handling capacity per day by the company (Average number of transaction per day)	Certificate from an Independent Auditor	4	>Average of all offers for technical evaluation-4 <Average of all offers-2	

Request for Proposal for Setting up of Auction Centre at Jorhat

11	Response time per Transaction (in seconds)	Certificate from an Independent Auditor	3	Immediate-3 Others- 1	
12.	Test environment should be available for testing the effectiveness of the system and to provide mock environment for the stakeholders before go-live	Certificate from an Independent Auditor	3	Available-3 Not Available-0	
13.	Strength of the dedicated IT team for the design, development and execution of the project	Name, designation and resume of the key resources to be furnished	4	<p>For 10 or more resources</p> <p>Average experience of resources (10 years or more)-4</p> <p>Average experience of resources (7 years or more)-3</p> <p>Average experience of resources (5 years or more)-2</p> <p>For less than 10 resources irrespective of no. of years of experience- 1</p>	

Annexure – E

Commercial Template

(To be submitted in company's letter head)

Please read carefully the explanations given at the bottom of this commercial template before quoting the rates.

Component No.	Particulars	Charges in Rupees
1	Transaction fee from the sellers	
2	Transaction fee from the buyers	
	Total	

Note 1: The commercial proposal includes two components. Both components 1 & 2 are transaction fees to be collected from sellers and buyers respectively, which shall be quoted either in Rupees (fixed charge per transaction) or charges in rupees per kilogram of teas sold or bought in auction by sellers/buyers.

Note: 2. Applicant company is advised to calculate the transaction fees by taking into account all the fixed and recurring cost required for completion of the entire project.

Note: 3. If Rs X is the transaction fees (per kilogram of teas/ fixed charge) for the sellers and Rs. Y is the transaction fees (per kilogram of teas/ fixed charge) for the buyers, then the total transaction fees (per kilogram of teas/ fixed charge) is **X+Y=Z(Say)**. The quote with lowest Z is the L1 offer, second lowest Z is the L2 offer, third lowest Z is the L3 offer & so on.

Note: 4. The company requires to pay a monthly charge to Tea Board from its earned revenue (approximately 1% of the revenue earned per annum) after 12 months from the date of implementation of the project. The quantum of the charge to be paid to Tea Board

Request for Proposal for Setting up of Auction Centre at Jorhat

shall be decided by the Board after mutual discussion with the successful bidder depending on its revenue generation from the auction process at a later stage.

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

Sl. No.	Particulars	Rate in percentage
1	GST as applicable	
2	Other taxes, if applicable (please mention)	

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 service for conducting bulk auction of teas in and around Jorhat, Assam under electronic platform. as per agreement/contract/license No. Dated..... (hereinafter referred to as the said agreement/contract/license)

AND WHEREAS the said agreement/contract/license provides that the company shall furnish Bank Guarantee to the extent of Rs. 1.50 Crore (Rupees One Crore and Fifty Lakhs Only) as and by way of security for the due observance and performance of terms and conditions of the agreement/contract/license.

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 the sum of Rs. 1.50 crore (Rupees One Crore Fifty Lakhs Only)
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

Request for Proposal for Setting up of Auction Centre at Jorhat

conditions of the said contract/license 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 shall not be open to the bank giving performance guarantee 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 contract/license 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

Request for Proposal for Setting up of Auction Centre at Jorhat

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 contract/license is, for any reason, extended and upon such extension if the company failed to furnish fresh or renewed guarantee for the extended period, the bank giving performance guarantee shall pay to Tea Board the said sum of Rs. 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.

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 -----, 2018 (“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 engagement of service provider for conducting bulk auction of teas produced in and around Jorhat under electronic platform).

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

Request for Proposal for Setting up of Auction Centre at Jorhat

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

Request for Proposal for Setting up of Auction Centre at Jorhat

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 will 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 will 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 will 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

Request for Proposal for Setting up of Auction Centre at Jorhat

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>

Tea Board

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____