

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-07-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-07-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम / Department Name	Department Of Commerce
संगठन का नाम / Organisation Name	Tea Board
कार्यालय का नाम / Office Name	West Bengal
क्रेता ईमेल / Buyer Email	bsaha.tbi@nic.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Selection and appointment of CA/CMA/CA Firm/ CMA Firm for work related to e-invoicing of Tea Board invoices through automated process
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Manpower Hiring for Financial Services
अनुबंध अवधि / Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1699200
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	84960

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

ASST. DIRECTOR OF TEA DEVELOPMENT
TEA BOARD INDIA, 14,B.T.M. SARANI, KOLKATA-700001.
(Biman Saha)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1749468882.pdf](#)

Instruction To Bidder:[1749468889.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1749468893.pdf](#)

Scope of Work:[1749468910.pdf](#)

Payment Terms:[1749468921.pdf](#)

Penalties:[1749468926.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1749468936.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1749468942.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1749468988.pdf](#)

GEM Availability Report (GAR):[1749469029.pdf](#)

Buyer's Competent Authority Approval:[1749469187.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1749469201.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Approach	100	60	View File

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Interview Venue:TEA BOARD INDIA,
14,B.T.M. SARANI,
KOLKATA-700001.

Presentation Venue:TEA BOARD INDIA,
14,B.T.M. SARANI,
KOLKATA-700001.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-06-2025 14:00:00	TEA BOARD INDIA, 14,B.T.M. SARANI, KOLKATA-700001.

Custom Bid For Services - Selection And Appointment Of CA/CMA/CA Firm/ CMA Firm For Work Related To E-invoicing Of Tea Board Invoices Through Automated Process (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Selection and appointment of CA/CMA/CA Firm/ CMA Firm for work related to e-invoicing of Tea Board invoices through automated process
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Ramesh Chandra Sharma	700001,14, B.T.M SARANI (BRABOURNE ROAD)	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid

template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



TEA BOARD
14, B.T.M. Sarani, Kolkata-700001

REQUEST FOR PROPOSAL

For

Selection and appointment of CA/CMA/CA Firm/ CMA Firm/ Private Limited Company/ Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms for work related to e-invoicing of Tea Board invoices through automated process as per GST Notification No.05/2021-Central Tax dated 8th March 2021

Ref No: 12(48)/LC/e-Invoicing/RFP/2024

TO BE SUBMITTED BEFORE

..... P.M on

ADDRESSED TO

**The Secretary,
Tea Board
14, B.T.M. Sarani (8th Floor)
Kolkata-700001**

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Section-1
Bid Schedule and Address

Sl. No.	Description	Detailed Information
1	Name of the Project	Selection and appointment of CA/CMA/CA firm/CMA firm/Private Limited Company/ Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms for work related to e-invoicing of Tea Board invoices through automated process as per GST Notification No.05/2021-Central Tax dated 8th March 2021
2	RfP Reference Number	Ref No: 12(48)/LC/e-Invoicing/RFP/2024
3	Date of publishing
4	Pre-Bid meeting at Venue: Tea Board, Board Room (8 th Floor), 14, B.T.M. Sarani, Kolkata-700001
5	Last date and time for Bid Submission
6	Address of Bid Submission	Secretary, Tea Board, 14, B.T.M. Sarani, 8 th Floor, Kolkata-700001
7	Date and Time of Opening of Bid
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	Assistant Director of Tea Development (Licensing), Tea Board, Kolkata. Contact no.-033-2235-1331 e-Mail- <u>clrfpqueries@gmail.com</u> All e-mail communications should mention the name of the project as referred above”
11	Bid Security/EMD	Rs.84,960/- (Rupees eighty four thousand nine hundred sixty only)

Submission of EMD

EARNESTMONEY DEPOSIT (EMD)

EMD for an amount of Rs. 84,960/- (Rupees eighty four thousand nine hundred sixty only) 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-1

The UTR No. and details of transaction are to be intimated to Tea Board at the e- mail IDs: **clrfpqueries@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 Executive Officer of the Board.

2. Objective of RfP:

The scope of the RfP is to invite electronic bids for selection and appointment of CA/CMA/CA firm/CMA firm/Private Limited Company/Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms for work relating to e- invoicing of Tea Board invoices as per GST Notification No.05/2021-Central Tax dated 8th March 2021.

In this connection, Board would like to invite proposal from practicing firms/companies for consultancy in regard to e-invoicing matters. The selected firm/company shall carry out day to day e-invoicing work for Tea Board invoices, and the entire process shall be an automated one **till the extent possible**. At present, the details of the work along with frequency are provided below.

Sl. No.	Work	Frequency
1	Auction process	Daily
2	License application	Daily
3	Testing of teas	Daily
4	Renting of premises	Monthly
5	Logo fees	Daily

Tea Board invoices are generated in respect of auction process, license applications, testing of teas, renting of premises etc. The engagement of the firm shall be for a period of **three (03) years** from the date of actual commencement of work accepting the terms and conditions or till the contract is terminated by Tea Board, whichever is earlier. The contract, however, may further be renewed subject to satisfaction of Tea Board regarding the performance, rate, etc. of the firm.

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 electronically, would form part of any subsequent agreement 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 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.

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

- (i) Tea Board intends to obtain services from practicing CA/CMA/CA firm/CMA firm/Private Limited Company/Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms in regard to all e-invoicing related works. The selected firm/company shall carry out the day to day e-invoicing work of Tea Board and the entire process should be automated through APIs/SFTP. All the pre-requisites shall be provided by the selected service provider.
- (ii) Financial transactions on the day to day auction are being done through the Pan India Auction software and Jorhat Auction Platform. GST e-invoicing solution needs to be integrated in the sense that the invoice data should be automatically picked from the taxable invoices created in the software. The report generated in this

regard should contain No. of invoice generated for different type of services so that the same can be referred to the respective vendors of Tea Board, viz., NSEIT, Mjunction Services Ltd., e-Procurement Technologies Ltd., Logicsoft, Quality Control Lab (QCL, Siliguri) or any other vendor engaged by Tea Board from time to time along with other details.

The service provider shall also pick data from various invoices issued offline, like testing fee-invoices issued by QCL, Siliguri or other laboratories, invoices for rent in respect of various zonal/regional/sub-regional offices of Tea Board, invoices for logo fees, application fee, etc.

- (iii) GST e-invoicing solution should have an e-invoicing dashboard providing details of the invoices generated. It should also generate the required reports. It shall have search option to fetch data from the application at any point of time.
- (iv) The application should have provision to print and download the invoices in the proper GST invoices format configuration and implementation of GST e- invoicing solution with the Tea Board software would be the responsibility of the vendor.
- (v) Requisite training needs to be imparted to the users of the solution. All documentation and user manual would be provided.
- (vi) Any change in GST Act/rule within the contract period impacting the GST e-invoicing solution should be made available free of cost and necessary training should be imparted to core team for further modification after contract period.
- (vii) Service provider shall be responsible for the data security of all invoice information received from Tea Board India and prevent its misuse in any manner.
- (viii) All type of service income whether generated through system or manual collection should be accounted for by the vendor for creating e-invoices without fail on daily/fortnightly/monthly basis as required.
- (ix) The selected bidder shall attend the Appeal(s)/Show-cause Notices/Hearing(s) related to GST matters with GST authorities without any additional cost. The bidder shall also assist in preparing replies/submissions for Department's notices regarding GST related issues including show-cause notices without additional charges.
- (x) The firm should provide general consultancy services/opinion to Tea Board in any other works related to compliance with GST and also provide latest updates of GST rules during the period of contract without any additional cost.
- (xi) The firm shall liable to keep the related information/data of Tea Board in a secure and confidential manner. No information/data shall be shared with any entity other than GSTN without explicit consent of Tea Board. The selected bidder shall keep all data and records related to e-invoicing and the same shall be sent to Tea Board (Kolkata) on monthly basis.

(xii) The selected bidder shall attend meeting as and when required at Board's H.O. Kolkata for discussion on the related matters.

(xiii) The firm shall share all the data and provide proper training to the successor firm within 90 days before expiry of the contract or the date of termination, if any.

7. Minimum Eligibility Criteria of Service Provider:

Sl. No.	Minimum Eligibility Criteria	Supporting Document
1	The Entity should be a registered CA/CMA/CA firm/CMA firm/Private Limited Company/Corporate body/e-Governance firm having consortium with Chartered Accountant (CA) firms. The Entity should have valid PAN issued by Income tax Department.	1. Certificate issued by the concerned Institute. 2. Should have undergone certificate course in GST (In case of firm at least one Partner). 3. The Entity/Firm should have GST No. 4. Name(s) and other details of the authorized signatory(ies) that are authorized to execute the contract & other documents. 5. Copy of valid PAN issued by Income- Tax Department.
2	The Entity/Firm should have continuous operations of minimum 10 years. The operations should be in the field of Indirect Tax (Excise/ Service Tax/ VAT/ CST) assignments, including consultancy of Indirect taxation in India.	Details should be submitted along with supporting documents as mentioned at Annexure-4.
3	The applicant must be a profitable CA/CMA/CA firm/ CMA firm /Private Limited Company/ Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms in last 3 financial years	Copies of audited Financial Statement for last 3 financial years, viz. 2020- 21 2021-22 and 2022-23 along with copies of filed IT return.
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.
6	The e-invoicing solution should be automated process. Manual intervention shall be minimum.	Proof for handling e-invoicing solution through automated system.
7	The service provider must have at least main office/branch office in Kolkata.	Relevant supporting document

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.

8. Submission of Bid:

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.

The RfP document can be downloaded from GeM portal. The bidders shall have to submit the bid response electronically in GeM portal. The technical proposal and commercial proposal shall be uploaded separately in the respective spaces of the GeM 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, 8th Floor, Kolkata-700001 duly sealed, stamped and signed.

The Commercial quotation as per the Commercial Template (Annexure-5) shall be uploaded in the specific section of GeM.

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.

9. Bid Evaluation Process:

1. Bids/Proposals shall be reviewed by a Committee constituted by Tea Board (Evaluation Committee) with Board's officials and experts from relevant fields, if necessary.
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.

- Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

Technical Evaluation:

- 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 will disqualify the bidder and shall be eliminated from further process.
- The selection of the agency shall be based on the evaluation of the technical & financial bids by the Evaluation Committee. For evaluation, a Combined Quality Cum Cost Based System (QCBS) evaluation method shall be followed, wherein a weighted composite success score shall be calculated based on separate evaluations of the Technical Bid (70% weightage) and the Financial Bid (30% weightage).
- Technical evaluation shall be of 100 marks consisting of two stages and the minimum qualifying score would be 60 in each stage. Bidders failing to attain the minimum technical qualifying score in any stage shall be rejected.

Stage	Details	Total Marks
Stage 1	Technical specification evaluation.	80
Stage 2	Suggested approach for performing the e-invoicing work. The approached document should be uploaded electronically as well as a hard copy to be provided along with the technical bid. A presentation on the approach may be required to be given, if felt necessary by the Board.	20
Total		100

Stage1:

The **TECHNICAL SPECIFICATIONS** for the RfP are given in **Annexure-6**, bidders are requested to give their response to each of the items. Points shall be awarded against each parameters mentioned in the **Technical Evaluation Matrix (Annexure-6)**.

Stage 2:

The bidders shall then be evaluated for stage 2 and if require may be asked to make a presentation on the approached document before the committee.

The marks secured under stage 1 and stage 2 shall be added to arrive at the technical evaluation score. The proposal securing the highest combined score (equal to or above the minimum qualifying score of 60) will be ranked as H1, second highest as H2 and third highest as H3 and so on. No further discussion/interaction shall be granted to the bidders who have been technically disqualified.

Commercial Bid Opening/Evaluation:

The commercial proposal of the technically qualified institutes/ organisations shall be opened. Among the technically qualified bidders, the lowest financial bid would be accorded a score of 100 and other technically qualified proposals would be assigned financial score in inverse proportion to the lowest financial bid.

For example, if the lowest bid price is Rs. 1000/-, the lowest bidder shall get a score of 100. If the second lowest bid is 1500, the bidder shall get a score of $(1000/1500) \times 100 = 66.67$. The scores shall be calculated up to 2 decimal points. The composite final score shall be calculated from the technical and financial scores as shown in the illustrative example below.

Example:

Bidders R1, R2 and R3 with technical bid marks of 90, 85 and 80 respectively, have been shortlisted for consideration of their commercial bids. The commercial bids of the 3 bidder are as follows:

R1= Rs. 2000/-, R2= Rs. 1500/- and R3= Rs. 1000/-. The composite final score will be calculated in the following manner in percentage terms:

Bidder	Technical marks (out of 100)	Weighted technical score (col. 2 x 70%)	Financial Bid quote (in Rs.)	Proportionate Financial score (%) (lowest quote/bidder's quote) x 100	Weighted Financial score (col. 5 x 30%)	Final combined score (S=col. 3 + col. 6)
1	2	3	4	5	6	7
R1	90	63	2000	50	15	78
R2	85	59.50	1500	66.67	20	79.50
R3	80	56	1000	100	30	86

The bidder attaining the highest maximum combined evaluated score (Technical and Financial Score) would be selected. In the aforesaid example since bidder R3 has the highest combined final score, the work order shall be given to bidder R3. In case the highest combined score is the same for more than one bidder, the bidder with the lower financial bid score shall be awarded the contract. The decision of the committee shall be final and binding.

10. 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 organisation.
3. The individual signing the Agreement 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 and hold the signatory liable for all costs and damages.

11. Payment terms:

1. The selected bidder shall clearly quote the commercials in INR in the corresponding annexure (**Annexure-5**).
2. The payment shall be made quarterly by Tea Board after receipt of proper invoice from the firm and after satisfactory and timely performance of the tasks mentioned in the RfP subject to the penalty.
3. A penalty shall be imposed in case of delayed/incorrect e-invoices. The penalty to be levied shall be such percentage of monthly contract amount in which the numbers of e-invoices are delayed for generation/generated incorrectly. For example, if X% e-invoices are generated in late in a month, then X% of the monthly contract amount shall be deducted from the payable charges as penalty.

12. Submission of Bid Security/EMD:

The bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 84,960/- (Rupees eighty four thousand nine hundred and sixty only) (refundable) and shall furnish the details as stated in section-1 of tender 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 SLA 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.

13. Submission of Performance Security:

- (i) To ensure due performance of the contract, Performance Security is to be submitted by the successful bidder. Performance Security should be for an amount of 10% of the contract value. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a scheduled commercial bank in prescribed proforma (**Annexure-7**) or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- (ii) The Performance Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations. If the Agreement is renewed, the bidder shall have the bank guarantee extended accordingly i.e. extended period plus (2) two months. The bank guarantee shall be released after 2 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.

14. Liquidated Damage

In case of any delay in rendering the service as mentioned in the scope of work, 0.5% per week (or part thereof) of the prices of any service which the contractor has failed to deliver within the delivery period specified in the contract subject to a maximum of 10% of the value of the service delayed, excluding taxes and duties.

15. Other Terms and Conditions:

- 1. The Agreement shall remain in force from the date of entering into the Agreement but can be suspended/ cancelled at any time and at any stage by Tea Board during the validity of the Agreement without assigning any reason. No claim or damage on account of such cancellation/suspension of the Agreement shall be entertained.
- 2. The company shall depute a senior CA of the firm as a Nodal Officer who shall act as a single point of contact for all activities regarding this project.
- 3. Bidder should specify only a single solution which is cost-effective and meets Board's requirement and should not include any alternatives.
- 4. The Bidder shall bear all costs associated with the preparation and submission of its proposal, attending Pre-Bid meeting, etc. Tea Board shall provide no reimbursement

for such costs.

5. 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 their proposal.

16. 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 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 Agreement/ 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.

17. 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 Dy. Chairman Tea Board for appointment of arbitrator. The appointment of arbitrator should be as per mutual agreement between the parties as per the Arbitration and Conciliation Act, 1996. 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 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.

18. Rejection/Termination of Agreement

The Board has right to reject/cancel the Agreement if the 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 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 Agreement 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.

19. 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 technical requirements only. 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 and GeM portal. 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 at GeM portal as well as Board's website.
2. Prospective applicant may attend the pre-bid meeting with not more than two (2) representatives.
3. Those representatives of prospective firm/company who choose to attend the pre-bid meeting are requested to carry with them either an authority letter from their firm/company on letter head or produce any other identification as proof like visiting cards.

20. 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.

21. Modification/Withdrawal of Proposals:

A submitted proposal shall not be allowed to be modified at any cost after closer of the submission date. 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.

22. 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.

23. 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 CA/CMA/CA firm/CMA firm/Private Limited Company/ Corporate body/e-governance firm having consortium with Chartered Accountant (CA) firms for work related to e-invoicing of Tea Board invoices through automated process as per GST Notification No.05/2021-Central Tax dated 8th March 2021

”.

24. 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-8** and should be duly notarized. The empanelment will be legalized only on the Agreement being awarded by Tea Board to the applicant along with the submission of Bank Guarantee and the NDA submitted by the successful bidder/applicant.

25. Integrity Pact:

With the approval of the Tea Board, Integrity Pact has been made integral part of all tenders, contracts, long term agreements valuing more than Rs. 10 lakhs and above. It has been made mandatory for all bidder(s) / contractor(s) to enter into Integrity Pact with Tea Board, otherwise their bids shall be summarily rejected.

Developed by Transparency International (TI), an international NGO, the Integrity pact is a tool aimed at preventing corruption in public contracting. It consists of a process that includes an agreement between a Government or a Government Department and all bidder(s) for a public contract. It contains rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses, while carrying out the contract. The Integrity pact also introduces a monitoring system that provides for independent overview and accountability.

Integrity Pact encourages companies to refrain from illegal gratification by providing assurance that their competitors will also do so. The Government and Government Officials also have the assurance of a clear framework that protects them from dubious

offers.

To ensure equal treatment of all bidder(s) / contractor(s) / sub contractor(s), the bidder shall be required to demand from all sub contractors a commitment consistent with the Integrity Pact and to submit it to the Board before entering into contract.

It is envisaged that effective implementation of the Integrity Pact in Tea Board will raise the standard on ethical practices and bidder(s) / contractor(s) with questionable practices would be severely discouraged.

Annexure-1

PROPOSAL COVERING LETTER (A copy to be enclosed with the proposal)

Date:.....

To,
The Secretary
Tea Board
14, B.T.M. Sarani,
Kolkata-700001

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.
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 in electronic form with all required annexure/documents.

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 firm's letter head)

Sl. No.	Particulars	Information to be filled by the applicant firm
1	Name of the Bidder/applicant firm	
	Status of firm	
	Registered address of the firm	
	Year of establishment	
	Head of the firm 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 firm	
	Name and address of the Authorized Signatory along with his designation	
	Email & contact no. of Authorized Signatory	
2.	EMD	Submitted/Not submitted
3.	Detailed proposal of the organization	To be enclosed along with the application format

Place:

Date:

Seal & Signature

**NAME DESIGNATION ON BEHALF OF
THE APPLICANT**

**Declaration regarding Acceptance of Terms and Conditions of Contract & cleantrack
record**

(On the Letter head of the firm)

Ref. No.

Date: _____

To
The Secretary,
Tea Board India,
14, B.T.M. Sarani,
Kolkata-700001

Sir,

We have carefully gone through the Terms & Conditions contained in the bid Document regarding providing consultancy and advisory to ensure e-invoicing activities within the stipulated timeline. We do hereby accept the terms and conditions of the contract as listed in the bid document. Further we do declare that we have not been blacklisted for supply of any items or services by Tea Board India or by any other Department of Government of India.

It is further certified that the signatory to this document is the authorized signatory and, therefore, competent to make this declaration.

Yours truly,

Signature of the Authorized Signatory

Seal of the Entity

Experience Format

(To be submitted in the letter head of the applicant)

I/We have successfully completed ten (10) years in the field of Indirect Tax (Excise/ Service Tax/ VAT/ CST) assignments/GST assignments, including consultancy of indirect taxation in India for various organizations given below to their satisfaction.

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

S. No.	Name and address of the Organization for which the work has been/ is being done	Nodal person's name, designation, e-mail ID and contact no. of the concerned organisation	Nature of Assignment	Work Order No. and Date, if any	Work Order Value (Rs.), If separately indicated	Date of Completion of Assignment, if applicable

Seal & Signature

Place:

Date:

NAME DESIGNATION ON BEHALF OF

Annexure-5

Commercial Template

(To be submitted in company's letter head)

Particulars of work	Professional Fees on monthly basis (excluding GST)*	
	Monthly Rate in INR (In Figures)	Monthly Rate in INR (In words)
For all the e-invoicing related works as mentioned in the Scope of Work.		

Notes:

- Applicable taxes to be paid extra on the above quoted fee.
- Statutory Deductions like TDS etc. shall be made by Tea Board India as per statutory rate and norms, wherever applicable.

Place:
Date:

Signature: _____

Name and Designation: _____

Company's Seal: _____

Annexure-6

The following matrix shall be used for Technical Evaluation of the bid responses.

TECHNICAL EVALUATION MATRIX			
The bidder has to score a minimum of 60% marks in each stage of the technical evaluation. In case, a bidder fails to score 60% marks in any stage of the technical evaluation, the technical proposal of that bidder would be rejected and consequently the commercial quote shall not be opened.			
Sl. No.	Evaluation Parameter	Maximum Score	Supporting Document to be submitted
Stage-1			
1.	The bidder shall be in existence for the past ten (10) years: 10 years: 10 marks 11-15 years: 15 marks Above 15 years: 20 marks	20	Certificate issued by the concerned authority
2.	The bidder shall have proven track record in the relevant field as stated in minimum eligibility criteria (tax consultant and filling returns) at least for the last 3 years. Track record for last 3 years: 10 marks Track record for last 5 years : 15 marks Track record for 10 years and above: 20 marks	20	Proof of work done from engaging authority/body/ agency/ organization as per Annexure-4
3.	The bidder shall submit at least 2 references for having worked/working in the relevant field for Government customers/PSUs/PSBs/any other Government organizations: 2 references; 10 marks 3 to 5 references: 15 marks More than 5 references: 20 marks	20	Proof of work done from engaging government authority as per Annexure-4
4.	The bidding company should have employee strength of at least 10 working in the relevant field: 10 to 20 employees: 5 marks More than 20 employees: 10 marks	10	Employee list along with their experience duly certified by the authorized signatory
5.	The bidder should have experience of executing at least 2 projects worth more than Rs.04 lakhs (at least Rs.2 lakhs for each project) 2 projects: 5 marks More than 2 projects each worth at least 2 lakhs: 10 marks	10	Proof of work done including work order issued by the concerned authority/body/agency/organization
Total (Stage-1)		80	

TECHNICAL EVALUATION MATRIX			
The bidder has to score a minimum of 60% marks in each stage of the technical evaluation. In case, a bidder fails to score 60% marks in any stage of the technical evaluation, the technical proposal of that bidder would be rejected and consequently the commercial quote shall not be opened.			
Stage-2			
1	<p>The bidder shall submit a brief write up regarding understanding the project and the plan of action/execution.</p> <p>Marks shall be awarded by Technical Evaluation Committee depending on the write up and presentation to be given by the bidder, if required.</p>	20	Brief write-up
Total of Technical Evaluation		100	

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 its successors and assignees) of the other part.

WHEREAS THE BOARD accepted the tender of (hereinafter called the Company) to provide service on statutory obligations 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 two (2) months, the bank giving performance guarantee shall pay to Tea Board 10% of the contract value immediately on the demand of Tea Board.

The liability of the Guarantor under this Guarantee shall not exceed (the "Guarantee Amount").

This Guarantee shall be valid up to (the "Expiry Date of Contract").

Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:

(a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and

(b) such written claim/demand(s) is/are delivered to the Guarantor on or before the Claim Expiry Date at the (branch addressed of the bank giving guarantee)

IN WITNESS WHEREOF

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

WITNESS:

- 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

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:

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 one year 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.

Firm/Company

By:
Name:
Title:
Date:

Tea Board

By:
Name:
Title:
Date: