



BID DOCUMENT

Tender for Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HO in Kolkata.

TENDER NO. IT/UTM/2014

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

NOTICE INVITING TENDER

Office of issue	: Secretary, Tea Board, Kolkata
Tender No	: IT/UTM/2014
Last date & Time of receipt of Bid	: 12/01/2015 up to 1300 Hrs.
Opening date/ time of Bid	: 12/01/2015 at 1500 Hrs.

Sealed tenders are invited on behalf of Chairman Tea Board for Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HO in Kolkata.

1. Eligibility of bidder:

- i) Indian companies registered to take up tendered job and whose annual turnover in each of the last 03 (three) financial years was more than Rupees 25 Lakhs, are eligible to participate in this tender. The vendor should be valid ISO Certified in the relevant field.
- ii) Bidder shall have capability and experience in supplying, installation, configuration testing, commissioning, providing training of Gateway Level Unified Threat Management System and providing post sales services in Government/Semi Government organization for not less than 03 (three) years. A Certificate to this effect is mandatory.
- iii) The vendor should have a fully functional Customer Service Centre in this region, which is operational and has qualified engineers to handle the service requirement.
- iv) The vendor must be an authorized dealer and service provider having a direct purchase, distribution and support agreement with the Original Equipment/Product Manufacturer and should have supplied, installed, tested, commissioned and trained personnel on similar type of equipments/systems in reputed organizations (proof to be attached with Technical Bid) preferably in Govt./Semi-Govt. Organizations. The equipment offered for supply must be of the latest and most recent series model incorporating the latest improvements and up-gradation.

2. Bid security (EMD) shall be ₹ 2500.00/- (Rupees Two Thousand Five Hundred only) payable in the form of demand draft in favour of "Tea Board, Kolkata". Intending bidders may download the copy of the tender document from the Tea Board website "<http://teaboard.gov.in>" and submit an amount of ₹ 500.00/- (Rupees Five Hundred Only) in the form of Demand Draft (payable at Kolkata) non-refundable, as Tender Document Fees at the time of submission of bid. Any tender submitted without the requisite EMD and the Tender Document Fees will be summarily rejected. Any Small Scale Industry/Firm claiming exemption from payment of Tender Document Fees and EMD should submit the copy of the current registration with NISC for the tendered item(s)/service(s).

Secretary
Tea Board



3. BID DOCUMENTS:

The service to be delivered, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender duly signed and stamped.2. EMD and Bid Document Fees in the form of DD.3. General Conditions of Contract.4. IT Returns of the last (03) three financial years.5. Turnover Certificate of minimum ₹ 25 Lakhs.6. Experience Certificates in the relevant field for last 03 (three) years.7. Copy of PAN Card of the Firm/Company.8. Brand/Make, Model No. of the equipment being offered in the tender shall be specified in the technical bid and the brochure of the equipment being quoted shall be enclosed.9. Authorization certificate from the Original Equipment manufacturer.10. Bid Form.11. Other documents asked for in the tender.12. Any other document as the bidder may wish to submit in support of the bid.	<ol style="list-style-type: none">1. Price Schedule for the supply, installation, configuration, testing and commissioning of the system, Training of at least three (03) officials of Tea Board and Annual Maintenance Support for One (01) call-per-month and additional calls on 'as-and-when-required' basis for One (01) year.2. Any other document as the bidder may wish to submit in support of the price schedule.

3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

4. PREPARATION OF BIDS

DOCUMENTS COMPRISING THE BID:

The Bid should be valid for 90 (ninety) days. The bid prepared by the bidder shall comprise the following components:

- I. Technical bid, which shall contain:
 - (a) Documentary evidence established in accordance with clause 2 and 10; that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - (b) All the requisite papers listed in Clause No. 3.
 - (c) Bid Security and Tender Document Fees furnished in accordance with clause 2.
 - (d) A clause-by-clause compliance as per clause 8.
 - (e) A Bid form duly filled in by the bidder.
 - (f) Bid Document signed & stamped on each & every page.
- II. Financial bid, which shall contain:
 - a) The Price schedule mentioning the cost of supply, installation, configuration, testing and commissioning of the system, Training of at least three (03) officials of Tea Board and Annual Maintenance Support for One (01) call-per-month and additional calls on 'as-and-when-required' basis for One (01) year.



- b) The price should be inclusive of all applicable taxes, duties and levies, except for Service Tax which will be charged as applicable at the time of actual delivery of service.

5. BID FORM:

The bidder shall fill the Bid Form and the appropriate Price Schedule completely; furnished in the Bid Document, indicating the brief description of the service(s) to be provided.

6. BID PRICES:

- a. The bidder shall include all levies and taxes, packing, forwarding, freight & insurance etc. The price offered should be consolidated one.
- b. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and summarily rejected.
- c. "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote NET PRICE clearly taking all such factors like discount, free supply, etc into account.

7. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

7.1 The bidder shall furnish, as part of the bid document establishing the bidder's eligibility, the following documents:

- (i) Certificate of Incorporation issued by Registrar of Companies/Firms.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) IT Return of the last 03 (three) financial years.
- (iv) Turnover Certificate of Rupees 25 Lakhs for past 03 (three) years.
- v) Copy of PAN Card of the Firm/Company.
- vi) Documents in support of VAT/Service Tax registration.
- vii) Brand/Make, Model No. of the equipment being offered in the tender shall be specified in the technical bid and the brochure of the equipment being quoted shall be enclosed.
- viii) Authorization certificate from the Original Equipment manufacturer.
- ix) Certificate of Experience in respect of capability in supplying, installation, configuration, testing, commissioning of Gateway Level Unified Threat Management System and providing training and post sales services in Government/Semi Government organizations for not less than 03 (three) years.

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

7.2a. In order to judge the financial capabilities, the firm shall furnish Turnover Certificates showing turnover for the last 03 (Three) Financial years.

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



8. DOCUMENTS ESTABLISHING SERVICE CONFIRMITY TO BID DOCUMENTS:

8.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to provide under the contract.

8.2 The documentary evidence of the service conformity to the Bid Documents may be in the form of literature, drawings, data and shall furnish:

- (a) A detailed description of the service, essential technical and performance characteristics.
- (b) A clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications (as per Clause 31). In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. Bidder should read and sign (along with impression of company's official stamp) each and every page of the Bid Document. The Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

9. BID SECURITY:

9.1 Bid security (EMD) shall be ₹ 2500.00/- (Rupees Two Thousand Five Hundred only) payable in the form of demand draft in favor of "Tea Board, Kolkata".

9.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture.

9.3 The bid security shall be in the form of a crossed Demand Draft from a Nationalized Bank in favour of "TEA BOARD, KOLKATA". Payment in any other form is not acceptable. Any Small Scale Industry/Firm claiming exemption from payment of bid security should submit the copy of the current registration with NSIC for the tendered service.

9.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser.

9.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Work Order, furnishing the performance security bond and signing of the Service Level Agreement.

9.6 The bid security may be forfeited if a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form.



10.SUBMISSION OF BIDS: SEALING AND MARKING OF BIDS:

10.1 The bidder shall prepare two separate envelopes i.e. Technical Bid and Financial Bid with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two envelopes will further be sealed in a bigger & outer envelope with wax or PVC tape. The outer envelope shall be super scribed as "Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HO in Kolkata". All the requisite papers as per Clause No. 3 should be enclosed in the two envelopes accordingly.

10.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:
Secretary, Tea Board India, 14, B.T.M. Sarani (Brabourne Road), Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE 12/01/2015, 1500 Hrs.
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8th Floor, Tea Board Head Office, at 14, B.T.M. Sarani, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Late submission of the bids will not be accepted. Tenders by "Telex/Telegram/Fax/E-Mail" will not be accepted. Tenders may be submitted by Registered Post, by Hand in Person or by Courier. However, any delay in this account shall not be accepted as a reason for exception.

If the outer envelope is not sealed and marked as mentioned above in clause No. 10.1, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as mentioned above in clause No. 10.2, the bid shall be rejected.

11.DEADLINE REGARDING SUBMISSION OF BIDS:

11.1 Bids must be received by the purchaser at the address specified under Para 10.2(a) not later than 1300 Hrs on 12/01/2015.

11.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

12.LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 11 shall be rejected and returned unopened to the bidder.

13.MODIFICATION AND WITHDRAWAL OF BIDS:

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

13.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be



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

13.3 No bid shall be modified subsequent to the deadline for submission of bids.

14. BID OPENING AND EVALUATION

14.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on Annexure-III).

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

14.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

15. CLARIFICATIONS OF BIDS:

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

16. TENDER EVALUATION:

16.1 Tender will be evaluated in two phases. First, Technical Bid evaluation will be done. Financial Evaluation will be done of those bidders who will be qualified in the Technical Bid Evaluation.

16.2 While doing the Technical Evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

16.3 Arithmetical errors shall be rectified on the following basis:

- i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- i) If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii) If the service provider does not accept the correction of the errors, his bid shall be rejected.

16.4 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.



16.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

16.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affects the relative ranking of any bidder.

16.7 The bid will be rejected, if there is any ambiguity in facts and figures beside the above mentioned clauses.

17 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

17.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.

17.1 The comparison for evaluations shall be of entire documents submitted by the bidder in Technical & Financial Bid.

17.2 The price of the service offered inclusive of all applicable taxes, duties and levies, except for Service Tax which will be charged as applicable at the time of actual delivery of service. The price should include supply, installation, testing, commissioning and providing training and post-sale service for 01 (one) year.

18 CONTACTING THE PURCHASER:

18.1 No bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

18.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

19. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by the purchaser.

A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

20. PURCHASER'S RIGHT TO VARY SERVICE PERIOD AT THE TIME OF AWARD:

The purchaser reserves the right at the time of award of contract to increase or decrease the duration of the service to be provided.

21. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.



22. DELAYS, LIQUIDATED DAMAGES:

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

S. No.	Condition	LD %
1.	Delay beyond a period of one month from the issuance of Work Order LD charge will be	2.5 %
2.	Delay beyond a period of two months from the issuance of Work Order LD charge will be	5.0 %

22.2 Delay beyond a period of more than three (03) months from the issuance of Work Order will lead to Termination of Contract.

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

22.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned.

22.5 Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the Terms & Conditions of contract is breached.
2. When the bidder fails to provide the service satisfactorily.
3. When contract is being terminated due to non-performance of the bidder.
4. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser in this regard shall be final.



GENERAL CONDITIONS OF CONTRACT

23. APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Service.

24. STANDARDS:

The service provided under this contract shall conform to the standards prescribed in the Technical Specifications.

25. PATENT RIGHTS:

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

26. INSPECTION AND TESTS:

The bidder shall inspect and certify all the Hardware/Software items as 'Tested' before deploying the same in Board's office.

27. DELIVERY:

All the materials & services shall be delivered to Tea Board's Head Office at Kolkata.

28. INCIDENTAL SERVICE:

The service provider may be required to provide any or all of the following services:

- (a) Performance of the Service.
- (b) In order to ensure uninterrupted and prompt services, the selected bidder should ensure that Engineer visits the site at least once in a month and is available within 3 Hrs on call if that is made by the purchaser.
- (c) Each and every visit should be reported to Board's concerned official and submission of Call/Inspection Report to the Board's concerned official is mandatory.
- (d) Performance of preventive/routine maintenance and/or repair of the item, for a period of time agreed by the parties provided that this service shall not relieve the service provider of any Warranty obligations under this contract.
- (e) Any planned downtime (if required) of the system should be scheduled on Board's Holiday/Non-working day, with proper intimation to and permission of Board's official well in advance.
- (f) Replacement under warranty clause shall be made by the contractor free of all charges at site including local taxes/duties, freight, insurance and other incidental charges. Contractor will provide all the Hardware/Software updates of the existing system for free of cost.



29. PAYMENT TERMS:

Payment for the Service rendered shall be made after satisfactory delivery of the service by the service provider on Quarterly basis. For claiming payment the following documents are to be submitted before paying authority:

- i) Installation, Configuration, Testing and Commissioning Report along with Monthly Service Report signed by selected Bidder for the first quarter.
- ii) Submission of Monthly and other additional service reports, signed by Board's officials, of every quarter, for which the payment is claimed, for the subsequent quarters.
- iii) Confirmation of Subscription of License of the UTM for 1 year, signed by Tea Board officials.
- iv) Completion Report of Training signed by Tea Board officials.



SCOPE AND DESCRIPTION OF SERVICE

30. INTRODUCTION:

Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HO in Kolkata

31. SCOPE/SPECIFICATION OF THE SERVICE TO BE PROVIDED

A. Gateway Level Security

A. Gateway Level Security (Software/Hardware based):

- Intrusion Prevention Mechanism: The system should be able to implement Intrusion Prevention Mechanism from external entities.
- Gateway Level Antivirus: The Gateway Level security system should be able to prevent, detect, and remove malware, including but not limited to computer viruses, computer worm, Trojan horses, spy ware and ad ware. The Hardware/Software system should be able to prevent and remove such threats.
- Gateway Level Anti-Spam: The Gateway Level security system should prevent all both end users e-mail from spam (i.e. unsolicited bulk email) using various anti-spam techniques.
- Identity theft (MAC spoofing): Prevention of any device/hacking mechanism from listening to Board's network traffic and identifying the MAC address of a computer with network privileges. The security solution provided should protect Board's systems against this kind of security threat.
- Sub-netting of different IP Classes within LAN: The system should provide facility to apply sub-netting technique to access Desktops/Laptops/Servers/ Wireless Devices which belong to different IP Classes.
- Group Based Policy and Rule for accessing Internet: The system should provide Group and Policy Creation Facilities for setting up rules to access Internet Facility and implementing Web Content Filtering.
- Virtual Private Network (VPN): The System should be able to provide VPN Clustering facility.
- IPv6 Compatibility: Required full IPv6 compliant solution. The system should also support IPv4.
- Load Balancing: The security system should be able to provide load balancing between two different internet connectivity of different bandwidth for all the systems connected through LAN, so that automatic switching of connection takes place when load of user request on a particular resource becomes less. The device should be able to process 100 concurrent user requests.



- Management & Reporting: The proposed security system should be able to generate exhaustive and detailed report at least on the following criteria over a specific time period:
 - Web Surfing
 - Organization wise
 - User wise
 - Group wise
 - Traffic Discovery
 - Organization wise
 - User wise
 - Internet Usage
 - Organization wise
 - Group wise
 - User wise
 - Trends
 - Web Trends
 - Customized Web Trends
 - Category Trends
 - Customized Category Trends
 - Category Type Trends
 - Intrusion Detection & Prevention System
 - File Transfer Protocol
 - Audit Logs
 - Anti Virus
 - Mail Summary
 - SMTP
 - POP
 - IMAP
 - HTTP
 - FTP
 - Anti Spam
 - Mail Summary
 - SMTP
 - POP
 - IMAP
 - Device Configuration Report
 - GUI :
 - System should be able to produce GUI based Threat Analysis Graphs and Threat/Intrusion Log availability etc.



32. PRICE SCHEDULE (Financial Bid):

- a) The Price schedule mentioning the cost of supply, installation, configuration, testing and commissioning of the system, Training of at least three (03) officials of Tea Board and Annual Maintenance Support for One (01) call-per-month and additional calls on 'as-and-when-required' basis for One (01) year.
- b) The price should be inclusive of all applicable taxes, duties and levies, except for Service Tax which will be charged as applicable at the time of actual delivery of service.

Sl No.	Description of Service	Brand/Make/Model No of the proposed Hardware	Amount in Indian Rupees (₹)
1.	Supply, installation, configuration, testing and commissioning of the system, Training of at least three (03) officials of Tea Board and Annual Maintenance Support for One (01) call-per-month and additional calls on 'as-and-when-required' basis for One (01) year		

Total Amount (including all):

In figure:

In Word:

Signature of the bidder along with official seal.

Notes:

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit available under the MODVAT scheme introduced w.e.f.01.03.1986 and further extended on more items till date.
2. At least one-year warranty is to be given on all the supplied items with effect from the date of commissioning.
3. Rates are quoted as inclusive of all prevailing taxes except for Service tax, which will be charged as applicable at the time of actual supply.



Annexure I

BID FORM

Tender No.

(Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of ₹(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the services specified in the contract within the specified timeframe as calculated from the date of acceptance of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Nationalized Bank for a sum not exceeding 10% (ten per cent) of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 90 (ninety) days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

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

Witness

Address



Signature

Annexure II

PERFORMANCE SECURITY BOND FORM

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

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

AND WHEREAS the said contract provides that service provider shall furnish Bank Guarantee to the extent of 10% (ten per cent) of the total value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the service provider the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Service Provider shall render all necessary and efficient services which may be required to be rendered by the Service Provider in connection with and/or for the performance of the said contract and further guarantees that the services which shall be provided by the service provider under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty materials, designs and workmanship and otherwise whatsoever and in the event of the service provider failing or neglecting to render necessary services as aforesaid and/or in



the event of the services failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall of against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the service provider of any of the aforesaid terms and conditions and the Bank further undertake to pay the TEA BOARD, such sum not exceeding Rs..... on demand and without DEMUR in the event of the service provider's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services and equipment.

2. The decision of the TEA BOARD as to whether the service provider failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the equipments have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said service provider and a 'No Demand Certificate' submitted to this effect by the service provider.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 12 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 12 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 12 months or any extension thereof.



6. The Guarantee herein contained shall not be affected by any change in the constitution of the service provider or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the service provider and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the service provider or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the service provider or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to ₹..... (in words) Rupees..... Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

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

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

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

1. _____

1. _____

2. _____

2. _____



Annexure III

Proforma for Letter of Authorization for Attending Bid Opening

Subject: Authorization for attending Bid opening dated ___/___/_____ in Tea Board Kolkata Head Office for Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HO in Kolkata.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s _____ (Bidder's Company name) in order of preference given below

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
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I)

II)

III)

Alternate Representative(s) _____

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

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



Annexure IV

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), TEA BOARD, C/o Chairman Tea Board Kolkata, a sum of ₹ **2500.00/- (Rupees Two Thousand Five Hundred)** only, towards the refund of earnest money deposit paid in respect of the Tender for Procurement of Service for Hardware/Software based Unified Threat Management Security System at Gateway Level for 100 Concurrent Users at Board's HQ in Kolkata on behalf of M/s _____
vide tender number _____.

Date:

Place:

Signature & stamp of Bidder
(on one-rupee revenue stamp)

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

Name & Address of the bidder:

