



**Tender for Supply, Installation, Commissioning of Firewall  
at Assam Electricity Grid Corporation Limited and 3 year  
onsite support during warranty period.**

***RFB NO: AEGCL/MD/IT/PART-XVI/2023/PARTFILE-VIII/8***

Assam Electricity Grid Corporation Limited  
1<sup>ST</sup> FLOOR, BIJULEE BHAWAN, PALTAN BAZAR, GUWAHATI-01.

Website: [www.aegcl.co.in](http://www.aegcl.co.in)

Email: [infosec@aegcl.co.in](mailto:infosec@aegcl.co.in)

**Key Dates:**

<b>Start date:</b>	<b>17:00 Hrs of 01/03/2024</b>
<b>Submission start date:</b>	<b>17:00 Hrs of 01/03/2024</b>
<b>Submission end date and time:</b>	<b>14:00 Hrs of 14/03/2024</b>
<b>Techno-commercial bid opening date:</b>	<b>14:00 Hrs of 15/03/2024</b>

The Quotation document can be downloaded from AEGCL's website [www.aegcl.co.in](http://www.aegcl.co.in).

Tender Document Fees-Rs 500/- in the form of DD

EMD: Rs 35,000/-

Quotation Inviting Authority

-Sd/-

Chief General Manager (T&C and Communication),  
AEGCL, Bijulee Bhawan, Guwahati-01

## **INSTRUCTION TO BIDDERS**

The Quotation shall be submitted in accordance with these instructions, as under.

### **1. Abbreviations:**

Throughout this Quotation documents”, the word/ term:

- a. “AEGCL” means Assam Electricity Grid Corporation Ltd.
- b. “day” means Calendar day
- c. “working day” means Monday to Saturday in week except 2<sup>nd</sup> and 4<sup>th</sup> Saturday.
- d. “Quotation” means Quotation number **AEGCL/MD/IT/PART-XVI/2023/PARTFILE-VIII/8**
- e. If context so requires, “singular” means “plural” and vice versa.
- f. “EMD” means Earnest Money Deposit.
- g. “Purchaser” and “Employer” means Assam Electricity Grid Corporation Ltd
- h. “Bid” means the document and financial details submitted by bidder.
- i. “Bidder” means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors/ Authorized Dealers/Firm/Retailer.
- j. “Quotationer” means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors/ Authorized Dealers/ Firm/Retailer.
- k. “OEM” means Original Equipment Manufacturer

### **2. Eligible Bidder:**

- a. The bidder must be proprietor/firm/OEM/Authorised Distributor/Retailer etc
- b. The intending Bidder, in case of Original Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar items, as asked in this Quotation, for the last five (05) years.
- c. The Bidder should have technical expertise in networking and server related works, which includes installation, configuration, commissioning in the last 3 years.
- d. The bidder must have experience in supplying and installation of at least 1 (one) no. least firewall of reputed make.
- e. The Bidder should have valid GSTIN and PAN Certification.
- f. The Bidder should have a support/Local office in Assam.
- g. Bidder has to Submit Manufacturer Authorization (MAF) Letter from the respective OEM specific to this tender.
- h. **Financial Capability:** The average annual turnover of the bidder for the three best financial years out of the last five financial years at minimum should be 10.0 Lakhs. The bidder must submit certified copy of the same by competent authority.
- i. **Rates:** Rates quoted for the items should be FOR AEGCL, on **DOOR DELIVERY basis as per the site location mentioned in Annexure-III.**
- j. **Validity of Quotation/Bid:** Quoted rates must be valid for **180 days** from the last date of submission of quotation.

- k. **Brands/Manufacturers:** The bidder must quote the items of brands of international as per the BoQ.

3. **Bill of Materials:**

SI. NO.	Item Description	Quantity
01	Juniper Next Generation Firewall SRX380 with 3 year support and subscription chassis based. Redundant power supply, 4x1/10G SFP+, 14X1000 Base T Ports, 4 Free Slots, 4GB RAM, 3 years subscription for IPS, Application Security, Web Filtering Gateway Anti-virus, Anti-Virus, Anti Spam, day 0 Malware protection along with installation and configuration.	1 no.

4. **Scope of Supplies:**

- a) The Firewall shall be supplied in compliance to the specifications mentioned in the Quotation.
- b) The Firewall as mentioned in the quotation are the requirements of Quotation, however higher specifications of Firewall with no extra cost implication may be given.
- c) After the supply of Firewall, the bidder has to execute its installation & commissioning at the designated site in the location(s). No extra cost shall be paid for this reason.
- d) The bidder shall offer on-site comprehensive warranty of Firewall for at least three (03) years from the date of successful. The purchaser is not liable to pay any extra charges on any account during warranty period.

5. **Location of supplies:**

- a) The details of locations where the Firewall (s) supplied through this Quotation is as per Annexure-III
- b) The bidder is free to inspect the location(s) in the premises before submitting the bid under this Quotation.
- c) It may be noted that the **Chief General Manager (T&C and Communication)**, AEGCL have full rights to cancel the location for supplies even after calling the offers from bidders but before the issue of supply order to execute the supply by the bidder. The reason for cancellation of supply to any of the locations or all locations would not be disclosed.

6. **Delivery**

- a) The purchaser interested for complete delivery of items by the bidder within Sixty (60) calendar days from the date of issue of supply order. However, the bidders have an option to submit the best delivery time.
- b) The material shall be inspected on receipt at site and bidder shall be responsible for any damage during the transit of the equipment.
- c) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. The purchaser will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods

7. **Warranty:**

- a) The bidder shall offer on-site comprehensive warranty of Firewall for three years from the date of successful installation at the designated location & shall cover each and every part including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the bidder.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fixing the defects at the location where the equipment is supplied and commissioned. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.
- e) All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of AEGCL user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with shall form the basis for certifying the receipt in good condition.
- f) The supplier is to establish "All Risk Transit Insurance" coverage till door delivery at AEGCL.
- g) Part delivery is not allowed.

**8. PENALTY FOR DELAYED DELIVERY:**

The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

- @2% per week subject to a maximum 10% of the Purchase Order Value. After exceeding 10%, order may be cancelled at the discretion of AEGCL.

For the purpose of this clause, part of the week is considered as a full week.

**9. After Sales Services:**

- a) The bidder shall ensure to render after sales services during the warranty period to the satisfaction of purchaser.
- b) The bidder will depute their engineer within three (03) working days to attend the service call received in writing from purchaser.

**10. Authorization for Submission of Quotation:**

- a) The original and all copies of the bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the Quotation.
- b) The person signing the Quotation form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the Quotation and hold the Bidder liable for all costs, charges and damages.

**11. Quotation Document Fees:**

Quotation document may be downloaded from [www.aegcl.co.in](http://www.aegcl.co.in). In order to participate in the Quotation, Bidder must deposit Quotation Document Fees Rs. 500.00 only (Rupees Five hundred only) through DD/BC.

**12. Earnest Money:**

Bidders are requested to deposit Earnest Money (EMD) Rs. 35,000/- Only (In Words: Rupees Thirty Five Thousand/- Only) in form of DD of any Nationalized Bank in favour of "Managing Director, AEGCL" payable at Guwahati along with the Quotation. Envelope should be superscribed as Quotation for "Firewall related equipment at O/of the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Ghy-01", and addressed to The Chief General Manager (T&C and Communication), O/O the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, First Floor, Guwahati, PIN Code: 781001.

The EMD will be returned to the unsuccessful bidders after the orders are placed on the successful bidder. No interest on EMD will be paid.

The EMD will be forfeited in following cases:

- (i) If the bidder fails to supply the equipment with specifications within stipulated delivery period.
- (ii) If the bidder withdraw his Quotation before validity period.
- (iii) If the bidder fails to accept the order based on his offer.

**13. QUOTATION FEE AND EMD EXEMPTION:**

The Earnest Money Deposit and Quotation Fees will be exempted for bidders which comes under the Micro and Small (MSE) category having relevant NSIC/UDYAM registration subject to submission of adequate documentary evidence in support of their enlistment in the specific category. The NSIC/UDYAM registration copy must be submitted along with the technical bid for verification. In case, it is found that the NSIC/UDYAM certificate is invalid, the concerned bid will be rejected, and appropriate action may be initiated as per law.

**14. Earnest Money Forfeit:**

- a) If any Bidder withdraws his Quotation before the period of 90 days from the date opening of technical bid or makes any modifications in the terms and the conditions of the Quotation which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) The EMD will also be forfeited in following cases:
  - i. If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
  - ii. If the bidder fails to supply quoted/offered items with specifications.
  - iii. If the bidder delays supplies beyond a reasonable time resulting in disruption of project.
  - iv. Bidder for any reason whatsoever withdraws the Quotation after it is accepted or become unable or fails to execute the orders within stipulated delivery period.
  - v. Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.

**15. SUBMISSION OF BID:**

The bidder shall submit the techno commercial & price bid in hard copies. The documents shall contain the following-

- i. Technical bid in separate envelop.

- ii. Price bid in separate envelop.
- iii. Original copy of **EMD**,
- iv. Duly filled and signed **Quotation submission form** and
- v. **Authorization letter of bid signatory**

The documents must be submitted in a sealed envelope superscribed with the name of bidder, full address, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 **one hour prior to bid submission end date and time. In case these documents are not received, the bid shall be summarily rejected.**

Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

**i. In technical Bid the vendor must provide the followings:**

- (a) Standard Technical literature on each of the items offered;
- (b) They should enclose Authorization from OEM mentioning the Quotation/Bid no.
- (c) Details of nature and maximum period of **warranty** offered.
- (d) Up-to-date GST clearance certificate must be enclosed.
- (e) An Earnest Money Deposit in the form of Demand Draft in favour of Managing Director, AEGCL payable at Bijulee Bhawan. If EMD is exempted relevant document to be submitted.
- (f) Average Annual Turn over certificate for the last 3 (three) financial year.

**ii. Price Bid must be submitted in separate envelop as per format mentioned in the tender document.**

**16. OPENING OF TECHNO-COMMERCIAL BIDS**

The Purchaser shall conduct the opening of Technical at the address, date and time specified in the tender document. Bidders at their discretion may attend the techno-commercial bid opening.

Price bid of those bidders shall only be opened whose techno-commercial bids are found to be responsive to the requirement of the bidding document.

**17. PRICE BID EVALUATION PROCESS:**

***A. Identification: The following methodology will be practised for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:***

- (i) Absolute Approach is to be considered when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.

(ii) Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. In this approach, first the Average bid price is determined and then by deducting the standard deviation from the Average bid price, potentially ALB may be determined.

**B. In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:**

(i) To identify ALB as per the steps mentioned in SI no. 5.A.(i) and 5.A.(ii) whichever is applicable.

(ii) To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins.

(iii) To decide whether to accept or reject the bid.

(iv) On acceptance of the bid, whether Additional Performance Security is to imposed on the bidder supplemented by adequate justification.

**C. In case of acceptance of ALB with Additional Performance Security:**

(i) If any abnormally low bid is accepted under point 5.B.(iii) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.

(ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.

(iii) Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

**18. NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been partially or fully accepted quoting acceptance of the bid. The notification letter (hereinafter called the "Notification of Award") shall specify the sum that the Purchaser will pay the Contractor (hereinafter called "Contract Price") in consideration of the execution and completion of the services. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**19. PERFORMANCE SECURITY:**

**Within 15 (five) days** of receipt of the Notification of Award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of **10 (Ten) percent** of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Appendix-I of the bidding documents may be used or some other form acceptable to AEGCL. The performance guarantee BG shall be valid through 60 days beyond the warranty period.

**20. Payment:**

Payment of 100% of the price shall be made on receipt of goods by consignee and successful installation. For claiming this payment the following documents are to be submitted to the paying authority.

(i) Invoice

(ii) Delivery Challan duly received

(iii) Excise gate pass / invoice or equivalent document, if applicable

(iv) Consignee receipt

**21. Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (AEGCL) can make any enquiry/seek clarification from the bidders. In such a situation, the short period notice, as such the bidders have to be ready for the same.

**22. Late and delayed Quotation:** Late and delayed Quotation will not be accepted. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

**23. Conditional Quotations not accepted:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional Quotations shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the Quotation bids submitted by vendors will not be binding on AEGCL.

**24. Add on/Repeat Order:**

AEGCL reserves the right to place Add on/Repeat Order for additional quantity at the same rate and terms & conditions of the purchase order within 1 year from the date of issue of purchase order.

AEGCL reserves the right to order select items (not all tendered items) in case of necessity.

**25. Dispute:**

In case of any dispute, difference, claim and demands arising under or pursuant to or in relation to this tender are subject to the jurisdiction of Courts in Guwahati.

**26. Acceptance of quotations:**

The acceptance of the quotation will rest solely with AEGCL, who in the interest of the is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.

**27. Force Majeure:**

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- i. Any law, statute or ordinance, order action or regulations of the Government of India,



- ii. Any kind of natural disaster, and
  - iii. Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.
28. **Jurisdiction:**  
In the event of any dispute the legal matter shall be subjected to the jurisdiction of Guwahati Court only.
29. Any other terms & condition will be applicable as per the AEGCL's General condition of Supply & Erection.

**Chief General Manager (T&C and Communication)**

**AEGCL**

**Annexure-I**

**Bidder's Details:**

Sl. No.	Name of the Company/Firm	To be filled by Bidder
01.	Registered office name & Address	
	Name of the Authorised Contact Person:	
	Designation	
	Mobile Number	
	e-mail	
02	GST Number	
03	PAN No.	
04	List of Major clients with whom your organization has been associated and submit documentary proof/PO	
05.	Average annual Turn over of the last 3 (three) financial years.	

**Sign:** .....

**Bidder: M/s** .....

**Official Seal of the Bidder**

**PRICE SCHEDULE**

**ANNEXURE-II**

Quotation No: **AEGCL/MD/IT/PART-XVI/2023/PARTFILE-VIII/8** Date: **.2024**

<b>Sl. No.</b>	<b>Product</b>	<b>Qty.</b>	<b>Unit Price (in Rs.)</b>	<b>GST (in Rs.)</b>	<b>Total Price including GST (In Rs.)</b>
		a	b	c	d=a*(b+c)
01	Juniper Next Generation Firewall SRX380 with 3 year support and subscription chassis based. Redundant power supply, 4x1/10G SFP+, 14X1000 Base T Ports, 4 Free Slots, 4GB RAM, 3 years subscription for IPS, Application Security, Web Filtering Gateway Anti-virus, Anti-Virus, Anti Spam, day 0 Malware protection along with Fireware installation and configuration.	1 no.			

**\* Note:**

1. The Bidder should put the rate in Unit Price and Unit tax against the item mentioned in column b and c.
2. This needs to be submitted in the financial bid in separate envelope

**BIDDERS SIGNATURE SEAL & ADDRESS**

## **Annexure-III: Site Location**

**Assam Electricity Grid Corporation Ltd.**

**Bijulee Bhawan, Paltanbazar,**

**Guwahati – 781 001**

**Appendix I - Form of Performance Security**

Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The non-Judicial Stamp Paper should be in the name of issuing Bank)

**Bank's Name:**

**Address of Issuing Branch or Office:**

**Email id and phone no for correspondence:**

**Beneficiary: Managing Director, AEGCL  
Name and Address of Purchaser**

**Bid Security No.:**

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of NoA No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG expiry date:

BG clam date:

**Bank's seal and authorized signature(s)**

NOTE

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
2. *This guarantee shall be valid upto 30 days beyond the Warranty Period as per the Contract.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. **Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.**

(In bidder's letterhead)

**Form-2**  
**Letter of technical bid**

Date:

To

The Chief General Manager (T&C and Communication)  
AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan,  
Paltan Bazar, Guwahati-01

Bid Identification No:

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder/incase of JV insert JV partners name] having registered office at [insert address of the registerd office/incase of JV insert address of partners] having experience in Execution of similar works, have read the bid document and do not have any reservation to any of the clause therein. We offer to execute the work of:

***Supply of Juniper Firewall Next Generation SRX380 with 3 year support and subscription along with installation and configuration.***

in conformity with the bid specification. Our Bid shall be valid for a period of **180 (One Hundred Eighty)** days from the date fixed for the bid submission deadline and it shall remain binding upon us at any time before the expiration of that period.

Common Seal and Signature of the authorised person:

Name:

Designation: