

ASSAM ELECTRICITY GRID CORPORATION LIMITED



Request for Proposal

For

**EMPANELMENT OF VENDORS FOR IT AND IT RELATED GOODS
(HARDWARE,SOFTWARE,NETWORKING etc.) FOR AEGCL**

NIT NO. AEGCL/MD/IT/PART-XV/2020/Partfile-X/3

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001
CIN: U40101AS2003SGC007238
Ph:- 0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1	Quotation Bid Notice	3
2	Mandatory information required for pre-qualification of the Bidder	4
3	Information for Bidders	5
4	General Conditions of RFP	5
5	Scope of Work	8
6	Instructions To Bidders	9
7	Qualifying Criteria	10
8	Annexure I-X	13

QUOTATION BID NOTICE

Assam Electricity Grid Corporation Limited (AEGCL) is a State Public Sector Company registered under 'The Companies Act, 1956'. It was formed out of erstwhile Assam State Electricity Board (ASEB) in 2003 and was notified as the State Transmission Utility (STU). Its core business is to efficiently transport electrical power from electrical power bulk heads to the distribution company networks in the state of Assam having its registered office at Bijulee Bhawan, 1st Floor, Paltan Bazar, Guwahati – 781001 invites bids from eligible bidders for “Empanelment of Vendors for IT and IT Related Goods (Hardware, Software, Networking etc.)”.

The mode of tendering is through Sealed-Tendering. Sealed-Tendering is the process by which the physical tendering activity is carried out by submission of bids.

CONTACT INFORMATION FOR TENDER PROCESS

IT CELL, AEGCL
Ground Floor, AEGCL, Bijulee Bhawan,
Paltan Bazar, Guwahati-781001
Email ID: infotech@aegcl.co.in

AEGCL reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

Mandatory information required for pre-qualification of the Bidder

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

1. Name of the Firm		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm Proprietor/Partnership/Co. etc.)		
9. Name of partners	a.	
	b.	
10. PAN Card No.		
11. GST No.		

Seal and Signature of the document.

Date : Place : Note :

INFORMATION FOR BIDDERS

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Chief General Manager, AEGCL may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly, or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a distributors, dealer, reseller, stockiest, preferred partners or authorized reseller to quote on their behalf of this tender, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India.

GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

Standard Arbitration Clause: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said

notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Guwahati or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party.

Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

The Seller is declared bankrupt or becomes insolvent.

The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

With mutual agreement As per decision of the Arbitration Tribunal.

Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Evaluation and Comparison of Bids:

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of the would be final and binding on all the Bidders to this document. They may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the, they may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Documents Sales and download:

The detail for procurement of bidding documents for participating in the above tender shall be obtain from the AEGCLs' webpage www.aegcl.co.in and www.sppp.assam.gov.in. Tender papers have to purchase on application in plain paper from the **Chief General Manager, T&C and Comm, AEGCL, on all working days upto 14.00 PM 28-02-2023** from the Head Office of the Managing Director, Assam Electricity Grid Corporation Limited, Guwahati, AEGCLs' IT Wing by paying a cost of Rs. 500/- (Five Hundred) Only.

Cost of Bidding Document:

Bidder has to pay Non-Refundable tender document cost of Rs 500(Five Hundred) only in the form of A/c payee Demand Draft(Non Refundable) pledged in favour of AEGCL, Bijulee Bhawan,PaltanBazar,Guwahati-1, Payable at Guwahati for offline obtaining of bid document.

Sealed tenders can be submitted in person or sent by post at the following address:-

**The Chief General Manager (T& C and Communication)
Assam Electricity Grid Corporation Ltd.
1st Floor Bijulee Bhawan,
Paltan Bazar Guwahati-781001, Assam**

General Eligibility technical specification evaluation

Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

No Bidder shall contact the on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

Any effort by a Bidder to influence 's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s.

SCOPE OF WORK

AEGCL intends to prepare a panel of reputed vendors for supply of IT hardware, software, peripherals, valid for two years with a provision for extension another year, for procurement of various articles/services for AEGCL's offices located across district of Kamrup (Metro & Rural) with an extended support from vendors willing to supply outside Kamrup District and to whole of AEGCL's offices located within Assam. The nature, trade and description of such articles/services are given in Table A. One applicant can seek empanelment for supply of more than one articles or services. The application for empanelment should be made in the prescribed format, along with the other relevant details, including terms and conditions of empanelment, can be downloaded from the AEGCL's website <https://www.aegcl.co.in>. The applications, duly filled in the prescribed format and complete in all respects, may be submitted through offline mode only at the above mentioned address.

Table A:
Items-Services- Category List

Sr. No.	Items	Authorized
1	Computers [Workstations, Desktops, AIOs, Laptops, Tablets, Monitors, iMac and MacBook], Printers (Inkjets and LaserJet]	Distributor/Dealer/Reseller/ACP
2	Servers, SAN/NAS Storage, server related peripheral items such as racks, SAN, SAS Disks Switches, consoles etc.	Distributor/Dealer/Reseller/ACP
3	Computer Consumables-Printer Consumables, Cartridges, Toner, Ribbon, Printer Head, Fuser Assembly–Media, USB Sticks, Hard Disk Drives, Memory (RAM), Keyboard, Mouse, Mouse Pads, Headsets, SSD, Patch Cords, Webcam, Speaker, Microphone etc	
4	Microsoft Products	
5	Oracle Products	
6	Autodesk Products	
7	Adobe Products	
8	Security & Antivirus Software	
9	Utility Software	
10	Open-Source Software's	
11	Other Software's	
12	Network Cabling works.	
13	Firewalls/Hubs/ Switches, Routers, Wireless Access Points	
14	Video Conference Equipment's	

ACP–Authorized Channel Partner

INSTRUCTIONS TO BIDDERS

1.0	Location
	1 st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati and offices across Kamrup District (Metro & Rural)
	a. Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email clarifications up to 13-02-2023, 17:00 Hrs. No request of any change in conditions shall be entertained after pre bid date of the tender.
2.0	Any printing or typographical errors /omission in tender document shall be referred to AEGCL and their interpretation regarding correction shall be final and binding on Service Provider.
3.0	Transfer of Tender Documents
	Transfer of tender documents purchased by one intending Bidder to another is not permitted.
4.0	Rates
5.0	Payments
	-
6.0	Obligations of Successful Bidder
	a. The successful bidder has to supply all the components, services and licenses to make solution complete.
	b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.
	Whenever any new Cybersecurity threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the immediately and help/guide the inplugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at AEGCL shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components
7.0	Signing of the contract
	a. The successful Bidder may be required to execute a non- disclosure agreement (NDA) with AEGCL within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the AEGCL may cancel the order.
	b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the AEGCL and the Service Provider.
8.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from AEGCL shall be mentioned by the Bidder.
9.0	The AEGCL has the right to reduce or increase the scope of work.
10.0	Notices to local bodies
11.0	The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

Sign: Date: Place

QUALIFYING CRITERIA

1. The firm(s) will have to submit a written power of attorney authorizing the signatory of the bidding documents to commit the firm.
2. To be qualified for this contract, the Vendors/Firms/Party must compulsorily meet the following minimum criteria:
 - i) The Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party must have valid trade license.
 - ii) The Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party must have a registered office or branch in Guwahati with adequate experienced manpower for service at AEGCL.
 - iii) The Vendors/Firms/Party must have a prior experience of acting as Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party of a government department/ PSU/ utility for minimum 3 (three) years and must submit the experience certificate issued by the concerned authority.
 - iv) The Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party must submit performance report of similar work done previously.
 - v) **PERSONNEL CAPABILITY:**

The Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party must have suitable experienced and qualified personnel in their payroll for carrying out the job. They must be able to manage various events of AEGCL held at different times of the year.
 - vi) The Successful Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party will have to deposit **Rs. 5,000.00 (Rupees Five Thousand Only) for 2 years** non-refundable empanelment fees in a form DD/BC in favour of AEGCL, payable at Guwahati
 - vii) Minimum annual turnover per year of Rs. 40.00 (Forty) Lakhs during last three years including FY 2021-2022 each with documentary proof.
 - viii) **Settlement of Disputes:** Any dispute(s) or difference(s) arising out of or in connection with the Contract shall to the extent possible, be settled amicably between the parties.

All disputes will be under the jurisdiction of Guwahati High Court only.
 - ix) Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
 - x) Distributors/Dealers/Channel Partners/Resellers/Vendors/Firms/Party should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of agreement.

Notwithstanding anything stated herein under, AEGCL reserves the right to assess the capacity and capability of the Vendors/Firms/Party to execute the work, should the circumstances warrant such assessment in the overall interest of the Purchaser.

3. Qualifying Criteria: -

Sl.	Criteria	Documents to be Submitted
1.	The Distributors/Dealers/ChannelPartners/ Resellers/Vendors/Firms/Party should have been inoperation for at least last five years	Trade License.
2.	GST, PAN Card, Income Tax Return, Balance Sheetand P/L Account of last 3 (Three) Years including FY-2021-22.	A certificate to this effect duly signed and sealed by Chartered Accountant
3.	Requirement of minimum turnover per year i.e., average turnover for the past 3 financial years ending March 31, shall be Rs. 40.00 lakhs with a regular billing of 5lakhs	CA certified turnover certificate along with last 3 years audited balance-sheet and profit and loss account to be attached.
4.	The Distributors/Dealers/ChannelPartners/ Resellers/Vendors/Firms/Party should have handled at least 2 (Two) single clients as Government/ PSU/Banking & Financial Institutions accounts/ orders in the past 3years from the date of publication this bid document.	Attach copies of Award Letters/Other relevant proof
5.	The Distributors/Dealers/ChannelPartners/ Resellers/ Vendors/Firms/Party should have a full-fledged office with minimum staff strength of 5 Nos. of employees atGuwahati	Self-declaration of staff strength duly signed and stamped by authorized signatory of applicant
6.	The Distributors/Dealers/ChannelPartners/ Resellers/Vendors/Firms/Party should be able to provide and indicate a dedicated team for implementing and monitoring AEGCL's work.	List of team members duly signedand stamped by authorized signatory of applicant.
7.	Authorization from the Brand.	Preferred Brand 1. Desktop/Laptop- Dell/HP/Lenovo only 2. Printer- Canon/HP/Epson. 3. Accessories only- from reputed manufacturer.

Procedure for Empanelment of Agencies: -

An initial screening of all the bids/ applications will be undertaken by a Screening Committee;

The Vendors/Firms/Party will be evaluated at the first instance on the basis of the minimum eligibility criteria as indicated in S. No. 3 (Qualifying Criteria);

Evaluation/ Selection process of Vendors/Firms/Party shall have following stages:

Stage: Evaluation of agencies on the basis of submitted the proofs/documents/certificates:

Sl. No.	Technical Parameters	Maximum Marks	Marks obtained
(i)	Financial Turnover	10 Marks	
	(a) Between 40 lakhs & 45 lakhs (b) Between 45.01 lakhs & 50 lakhs (c) Between 50.01 lakhs & 55 lakhs (d) 55.001 lakhs and above	05 Marks 06 Marks 07 Marks 10 Marks	
(ii)	Number of work order having value more than Rs.5 lakh from a single client – Banks/PSUs each year	5 Marks	
	(a) 1 to 3 clients (b) 4 to 5 clients (c) 6 clients and more	02 Marks 04 Marks 5 Marks	
(iii)	Organizational set-up of Vendors/Firms/Party	5Marks	
	(a) Having Office in Guwahati (b) 1 to 3 Offices other than Guwahati (c) More than 4 Offices other than Guwahati	02 Marks 04 Marks 05Marks	
(iv)	Staff strength	5 Marks	
	(a) Upto 5 staff (b) 5 to 7 Staff (c) 7 Staff and above	02 Marks 04 Marks 05 Marks	
(v)	Handled as clients Government/ PSU/ Banking & Financial Institutions Accounts during last 3 years	5 Marks	
	(a) Min 2 Clients (b) 3 to 5 Clients (c) 6 Clients and above	02 Marks 04 Marks 05 Marks	
(vi)	Specialization/ Experience	5 Marks	
	(a) Upto 3 years (b) 3 to 5 years (c) 5 years and above	2 Marks 3 Marks 5 Marks	
(vii)	1 year or more working Experience with AEGCL/APDCL / APGCL(i.e supply of IT related items)	05 Marks	
(viii)	PAN Card	5 Marks	

(ix)	GST	5 Marks	
	GST registration certificate GST registration certificate with upto date return	04 Marks 05 marks	
(x)	Income Tax Return for last three year	05 Marks	
	Income Tax Return not upto date Income Tax Return upto date	02 Marks 05 Marks	

Out of the total bids/ applications received, only top 5 agencies scoring highest marks would qualify for empanelment.

Special Clause: If any two or three agencies obtained same marks or having tie in marks, then the tie breaker will be performed in the following

- a) Maximum turnover .
- b) Dealership of maximum brands related to IT equipment.

Note :

1. The Total Marks is 55.
2. Minimum qualifying marks is 25 out of 55

ANNEXURE I

TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: AEGCL/MD/IT/PART-XV/2020/Partfile-X/2)

Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the AEGCL indicated in the tender document. Bidding process related queries could be addressed to above mentioned address personnel indicated in the tender document.

Bids once made cannot be withdrawn or modified under any circumstances.

The AEGCL reserves the right to extend or reschedule or annul the tender process.

The bidders are advised to visit <https://www.aegcl.co.in> or <https://www.sppp.assam.gov.in> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date:

Organization Name: Designation:

ANNEXURE II

UNDERTAKING - I FROM THE BIDDER

(To be submitted on Contractor's own Letterhead)

To,

Dear Sir,

Ref. No: AEGCL/MD/IT/PART-XV/2020/Partfile-X/2

Having examined the empanelment notice document and amendments there on, we the undersigned, request to empanel us to provide services/execute the works including supply, delivery installation of hardware, firm wares and soft wares as the case may be, in conformity with the terms and conditions of the bidding documents and amendments there on, during the empanelment period.

If our empanelment request is accepted, we undertake to. Provide services/execute the awarded work or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices and timelines offered for that bid.

Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

We undertake that our company has not been debarred/ blacklisted as on this date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

I/We do hereby declare that the information is correct to the best of my/our knowledge and belief.

I/We apply for the empanelment for the following item / category:

Sr. No.	Category	Item Sr. No.	Item Description

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place: Name:

Date: Designation:

Seal:

ANNEXURE III
UNDERTAKING - II FROM THE BIDDER
(To be submitted on Contractor's own Letterhead)

To,

Dear Sir,

Empanelment of Vendors for IT and IT Related Goods and Services (Hardware, Software, Networking etc.)
With reference to your tender reference number: Dated..... for the Empanelment of Vendors,
I am / We are pleased to offer myself / ourselves to be empanelled under "Supply for IT Hardware,
Software, Peripherals and related services" (write name of the trade(s) under which the applicant
wants to be empanelled) in your organization.

I am / We are already registered with ". " (write the name of Govt./Semi Govt./Govt.
Undertakings with which the Applicant is registered) under class/category
..... All the other desired information, documents and certificates as
required by you, are enclosed herewith in the prescribed Annexures for your perusal.

I/We have read and understood the Empanelment Notice and Instructions appearing in the
application format and I/We understand that if any false information is detected at a later stage, any
future contract made between me/ourselves and AEGCL, on the basis of the information given by
me/us, will be treated as invalid by AEGCL.

I/We agree that the decision of AEGCL in selection of the Vendors will be final and binding on me/us.

All the information furnished in this application as also under Annexures is correct to the best of
my/our knowledge.

I/We also agree that I/We have no objection if enquiries are made about the works listed by me/us in
the accompanying sheets or any other inquiry on the information furnished herewith in the
accompanying sheets.

I / We, therefore, request you to kindly do the needful to empanel me/ us under "Supply for IT
Hardware, Software, Peripherals and related services".

Thanking you
Yours faithfully

Signature of Authorized person on behalf of the Firm / Vendors/Firms/Party / Contractor)

ANNEXURE IV

Application Form for Empanelment

(Separate sheet for each product / service be enclosed)

1.	Name of Organization	
2.	Item Category	
3.	Item Description	
4.	Item Sr. No. as per empanelment RFP	
5.	Brands of Hardware, Peripherals / Software/Services of which the vendor is OEM/ Authorized Dealer/ Reseller of (Certificate should be enclosed)	
6.	Whether the vendor has ability to provide alternate equipment to ensure that there is no break in the client's operations in case they are not able to immediately repair malfunctioning hardware/ software falling under their warranty	
7.	Any other information/certificates	
8.	List of documents enclosed - for this item	

ANNEXURE V

General Conditions of Empanelment

Assam Electricity Grid Corporation Ltd (AEGCL), Head Office, Guwahati intends to prepare a panel of reputed vendors having specialization in the trades mentioned in Tender Document [Table A] for undertaking various related works in AEGCL.

The empanelment will remain in force for two years from the tender opening date. If the services provided by the vendor/service provider are found to be unsatisfactory or at any time it is found that the information provided for empanelment or for any quotation is false, reserves the right to remove such vendor/service provider from the empaneled list.

The vendor must have own shop/office/adequate technical set up in Guwahati so that the complaints/works may be attended to well in time.

The vendor must have sufficient number of experienced personnel, technical knowhow, equipment, instruments, and other resources to complete the awarded work well in time and as per the specifications given by the.

The vendor must have experience of having successfully completed/ongoing similar works/ services in the last three years (as on xx.xx.2022). At least one work should have been done in Autonomous body//financial Institution or any other reputed institution.

The vendor may submit performance certificates from persons/entities/institutions for whom they have worked in the past.

The reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.

The reserves the right to reject any or all the applications without assigning any reason whatsoever thereof and will not entertain any correspondence.

Disputes or differences whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity or the breach thereof shall be resolved amicably between the 's representative and the vendor/vendor's representative. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with the Arbitration and

Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Guwahati.

Vendors, Suppliers, Contractors and Service Providers, etc. desirous of being empanelled in the 's approved list and those who are fulfilling the eligibility 3 criteria as mentioned in tender document may apply on or before the due date. Vendor will be responsible to ensure that the application reaches the on or before the due date and in time. Applications which are incomplete in any respect, are liable to be rejected without any notice.

All payments will be made by the by adopting electronic clearing system and electronic fund transfer. For this purpose, please furnish the information in Annexure-VI.

Other Conditions:

1) Intending applicants are required to furnish details about their organization, technical experience, competence, and evidence of their financial standing as per Annexure IV in order to be considered for empanelment. While deciding upon the selection of Vendors, emphasis will be given on the ability and the competence to do good quality work in accordance with the specifications and within the time schedule. Information furnished, will be kept confidential. The entire tender document shall be signed by a person on behalf of the Organization, who is duly authorized to do so.

Satisfactory completion certificates for works done for different organizations should preferably be furnished along with the application.

2) Empanelment/Signing Contract doesn't guarantee of award of contract.

3) In Special Cases, AEGCL has reserve the right to ask for offer to vendor/supplier other than the empaneled vendor

ANNEXURE VI

SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < Name> working as < Designation> in < M/s. Company Name > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that.

My company complied with all applicable laws, enactments, orders, rules, regulations, and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.

Paid all applicable statutory dues on due dates. Maintain proper registers, records, documents, and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.

Not done or committed any act or entered into any transactions in violation of any statutory provisions.

My company shall strictly follow and complied to AEGCL's policies, procedures, and security measures during contract period.

My company will produce all documents for verification process as per AEGCL's requirement and various audit compliance.

Date: Authorised Signatory Name:

Place: Designation:

Company Seal:

ANNEXURE VII

ELIGIBILITY CRITERIA OF THE BIDDER

Sr. No.	Documents	Furnished [Yes/No] along with list of supporting documents
1	Application Form for vendor Empanelment Registration	
2	Item wise documents in the proposal	
3	Registration Copy of Company/Firm	
4	GST and Registration Certificate Copy	
5	Copies of orders of major customers for the items specified for the last three (3) years	
6	Copies of Satisfactory certificates regarding after sales service and support from the above- mentioned customers	
7	Service Centers and Manpower Details	
8	Whether the company is blacklisted by any of the offices/ Companies/Government?	
9	All Signed Annexures Enclosed in the Tender Document	
10	IT Return of last 3 years (as on 2022)	
11	Experience with AEGCL	

Note:

Bidder response should be complete; Yes/No answer is not acceptable.

Documentary proof, sealed and signed by authorized signatory, must be submitted Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

ANNEXURE VIII

NON – DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by and between _____, (an _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “Receiving Party”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

Assam Electricity Grid Corporation Limited (AEGCL) is a State Public Sector Company registered under ‘The Companies Act, 1956’ and having its Head Office at 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01 and others Office at across the state of Assam hereinafter referred “AEGCL” or “Disclosing Party”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

_____ & AEGCL are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that AEGCL may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Confidential information: For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof. The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental Vendors/Firms/Party as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Term: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and AEGCL. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

Remedies: Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party

acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

Notices: Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – AEGCL Receiving Party: ___ or as otherwise specified by a party by notice in writing to the other party. Any notice or other communication shall be deemed to have been duly received:

if delivered personally, when left at the address and for the contact referred to in this clause; or if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Guwahati.

General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party Receiving Party

By _____ By _____

Name: Name:

Title: Title:

ANNEXURE IX
STATEMENT OF NIL DEVIATIONS
(To be submitted in the Bidder's letterhead)

To,

Re: Tender RFP Ref: _____

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,
(Authorized Signatory of Bidder) Date:
(Company Seal)

PRE-BID QUERY FORMAT

Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting

If, bidder, desiring to respond to RFP for "Empanelment of Vendors for IT and IT Related Goods and Services (Hardware, Software, Networking etc)", require any clarifications on the points mentioned in the RFP may communicate with AEGCL using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held Online or Offline depending upon the situation. Online/Offline Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Assam Electricity Grid Corporation Limited may at its discretion, answer all such queries in the Pre-bid meeting.

To be emailed to:		
Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Page Number	Point Number	Query description

Name and signature of authorised person issuing this.

In case of multiple queries, the contact details need not be repeated, and only last two rows of the above format (table) are to be furnished for the subsequent queries.

Please use email or softcopy.

Disclaimer: