

Notice Inviting Proposal

for

Supply, Installation and Commissioning of 1:1 dedicated 300MBps lease line internet connectivity with SLA agreement at Corporate Office of Assam Electricity Grid Corporation Limited, 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01 under “Scheme for Special Assistance to State for Capital Investment for FY 2023-24”.

Inquiry No.:	:	AEGCL/MD/IT/ILL/2023/11
Inquiry Issue Date	:	Date: 08/11/2023, : 11:00 AM
Last Date of Submission	:	Date: 28/11/2023, : 04:00 PM
Last Date of Query Submission	:	Date: 15/11/2023, : 05:00 PM
Date of Opening	:	Date: 29/11/2023, : 03:00 PM



Assam Electricity Grid Corporation Limited
1ST FLOOR, BIJULEE BHAWAN, PALTAN BAZAR, GUWAHATI-01.
Website: www.aegcl.co.in
Email: infosec@aegcl.co.in

Tender Inviting Authority

Sd/-

Chief General Manager (PP&D),
AEGCL, Bijulee Bhawan, Guwahati-01.

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AEGCL

Basic Details:

Notice Inviting Tender

1. N.I.T. No: AEGCL/MD/IT/ILL/2023/12
2. Name of Work: **Supply, Installation and Commissioning of 1:1 dedicated 300MBps lease line internet connectivity with SLA agreement at Corporate Office of Assam Electricity Grid Corporation Limited, 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01 under “Scheme for Special Assistance to States for Capital Investment for FY 2023-24”.**
3. Tender Inviting Authority: CGM (PP&D), AEGCL, Bijulee Bhawan.
4. Tender Fee Cost (Refer to Page No 4 for details)
5. EMD Value 22,000.00 (Rupees Twenty Two Thousand Only)
6. Tender start date: 08/11/2023, 11:00 AM
7. Submission Start Date: 08/11/2023, 11:00 AM
8. Last Query Submission Date: 15/11/2023, 05:00 PM
9. Tender Submission End Date: 28/11/2023, 04:00 PM
10. Tender Opening Date: 29/11/2023, 03:00 PM

Interested bidders may download the bidding documents from AEGCL's website: www.aegcl.co.in. The Query Submission must be sent in the infosec@aegcl.co.in mail id before the last date of query submission.

SECTION-1

1. Introduction

Assam Electricity Grid Corporation Limited (AEGCL) is pleased to invite bid from interested parties for providing lease line internet connectivity up to 300Mbps with a Service Level Agreement (SLA) for the Corporate Office of Assam Electricity Grid Corporation Limited (AEGCL) at 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01.

Sl.No	Product/Service	Description
1	Earnest Money	Rs. 22,000/- (Rupees Twenty-Two Thousand Only) in form of a crossed banker's cheque/Bank Draft favoring "AEGCL" drawn on any 'Nationalized Bank or first-class International Bank payable at Delhi/New Delhi. Earnest Money to be deposited along with the technical bid.
2	Bid Submission	Through e-tender portal https://www.assamtenders.gov.in 1. Tender start date:08/11/2023, 11:00 AM 2. Submission Start Date: 08/11/2023, 11:00 AM 3. Last Query Submission Date: 15/11/2023, 05:00 PM 4. Tender Submission End Date: 28/11/2023, 04:00 PM
3	Tender Opening	Tender Opening Date: 29/11/2023, 03:00 PM
4	Contract Period	1. The contract between AEGCL and successful bidder shall be valid for a period of (1) one year from the date of successful implementation of the internet connectivity. 2. The same may be renewed annually for further period of two (2) years, if required at the option of AEGCL on the same or mutually agreed terms and conditions/rates, subject to satisfactory performance by bidder.

1.1 Scope of Work

The scope of work for this project includes the following:

- a. The Internet connectivity leased line should have fully dedicated (1:1), unshared & high quality with minimum 300 Mbps symmetric bandwidth without any compression factor through optical fiber. This includes setting up of last mile connectivity using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with AEGCL's existing local area network.
- b. ISP shall provide 16 real live IP addresses (IPv4 & IPv6) for exclusive use by AEGCL and shall configure the new IP addresses and gateways on the existing router.
- c. Network redundancy has to be built to protect the traffic from cable cuts.
- d. ISP will supply and install the necessary hardware and software for implementation & commissioning of the Internet connectivity. ISP shall undertake installation & configuration of modems, or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of not less than 300 Mbps.
- e. Ensuring high availability and minimal downtime.
- f. The bidder will be responsible to maintain and monitor the end-to-end connectivity on 365x24x7 basis so as to meet the committed SLA. The bidder should have Toll Free number

for fault registering within Assam region. Vendor has to mention the Escalation procedure and matrix for customer complaints.

- g. Regular performance and bandwidth utilization reporting.
- h. The bidder should provide online portal to view real time Bandwidth utilization / performance. It should provide report generation such as real time basis / Hourly, Daily, Weekly and Monthly basis. Besides, the reports should also be made available on demand.
- i. The fault call should be responded within 2(Two) hrs. And should be resolved within 6(Six) hrs. after lodging of fault complaint.
The ISP has to ensure minimum 99.5% uptime per month for the connectivity as per SLA.
- j. Compliance with all relevant regulatory requirements and industry standards.
- k. Implementation of a Service Level Agreement (SLA) to guarantee service quality and uptime.

1.2 Technical Specifications

Our proposed internet connectivity solution includes the following technical specifications:

- a. Internet Speed: Minimum 300MBps, scalable to higher speeds if required.
- b. Connection Type: Dedicated and symmetrical lease line.
- c. Redundancy: Redundant links and failover mechanisms for enhanced reliability.
- d. Latency: Low latency for real-time application support.
- e. SLA Metrics: Proposed SLA will ensure minimum uptime, latency, and packet loss guarantees.
- f. Security: Implementation of robust security measures to safeguard against cyber threats.

1.3 Service Level Agreement (SLA)

We understand the criticality of uninterrupted internet connectivity for AEGCL's corporate operations. Therefore, we propose the following SLA metrics:

- a. Uptime: 99.5% uptime guarantee.
- b. Latency: Maximum round-trip latency of 30 milliseconds within the country.
- c. Packet Loss: Less than 0.1% packet loss.
- d. Mean Time to Repair (MTTR): Less than 2 hours for any reported issues.
- e. Customer Support: 24x7x365 technical support via phone, email, or online portal.
- f. Performance Reporting: Regular reports on bandwidth utilization and performance.

1.4 SPECIAL TERMS & CONDITIONS FOR E-TENDER:

- 1.4.1 Offers To Be Submitted Online on NIC Portal (<https://assamtenders.gov.in/>) against the Respective Tender Along with Scanned Copy of Duly Signed Offer on Letterhead.

Note: The portal is compatible for the following browser version

- a. Firefox Version: 42 to 49
- b. Firefox ESR Version: 52
- c. Edge Kindly follow the Configuration instructions given in the download section.
- d. Enable Java

SECTION-2

2. ELIGIBILITY CRITERIA:

Sl.No	Eligibility Criteria
1	The bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on AEGCL.
2	The bidder should have an average turnover of Rs. 15 Lakh or above during audited financial years a). A copy of the audited annual accounts for these years.
3	The Bidder should have positive net worth as on 31 st March 2023. Copy of the audited financial statements to be enclosed.
4	Bidder must be Category "A" ISP or Unified Access Service License (UASL). The bidder (Internet Service Provider) must have a valid license from DoT, Government of India. Copy of document showing ISP License No. (with date) along with a copy of the License Agreement for the provision of Internet Service issued by Government of India/TRAI/DoT to be enclosed.
5	The ISP should have its own international Gateway. DOT License/Certificate for the same to be provided
6	The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone up to international gateway in India. Self-certified letter for compliance of the same
7	The bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals charges etc. Self-certified letter for compliance of the same
8	The bidder must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 7 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.
9	The bidder must have adequate bandwidth at the backend to provide the desired bandwidth in AEGCL. Supporting document must be enclosed with technical bid
10	The bidder should be in Core ISP business at least for a period of last three years. Documentary proof should be attached.
11	The bidder should commit 99 % availability of his Internet Backbone / Core network. This also includes POP uptime/availability. Self-certified letter for compliance of the same
12	The bidder shall be peering with at least min. 2 other ISP. Copy of the letter for compliance.
13	The bidder should have commissioned & maintained Min. -2- Links of Leased Line Internet Bandwidth in each year for the past three years at various branches/offices of PSUs/Govt. Department. Document proof for the commissioning of Internet Link should be attached.
14	The Bidder should not be black listed or on holiday by any Central Govt/State Government as of date of submission of tender. (Undertaking regarding this should be provided by the bidder). Self-certified letter for compliance of the same

Please note that all the documents requested should be arranged in the same order as mentioned above. Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected.

SECTION -3

3. Implementation Period: -

The complete implementation (Provisioning, commissioning, deployment, installation, activation and certification of Leased Line Internet connectivity) shall be compulsorily got done by the successful bidder within a period of maximum (6) weeks from the date of receipt of acceptance letter by this office. If the implementation & commissioning of internet services is not completed within period, the order may be cancelled and all the payments terms from AEGCL, shall stand abrogated.

(Self-certified letter for compliance of the same should be provided)

Please refer to Annexure – I for technical specification (Technical-Bid) & details of works, Annexure – II for Commercial Bid & Annexure III for Performance Guarantee Performa (PG).

AEGCL

SECTION -4

4. INSTRUCTIONS TO BIDDERS

4.1 General

4.1.1 The E-tender shall be submitted in two parts:

- a. Technical Bid
- b. Commercial Bid

4.1.2 AEGCL reserves the right to revise or alter the scope of work before acceptance of any bid.

4.1.3 Definitions:

- a. "The Purchaser" means AEGCL
- b. "The Bidder" means the individual or firm or Service provider who participates in this tender and submits its bid.
- c. "The Supplier" means the individual or firm supplying the services under the contract.
- d. "The Services" means all the services and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- e. "The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- f. "The Contract Price" means the price payable to the Supplier under the work order for the full and proper performance of its contractual obligations.
- g. Contract Period: The contract between AEGCL and vendor shall be valid for a period of (1) one year from the date of successful implementation of the internet connectivity. The same may be renewed annually for further period of (2) two years, if required, at the option of AEGCL, on the same/mutually agreed terms & conditions/rates, subject to satisfactory performance by the bidder. However, the bidder shall intimate the purchaser prior 3(three) months before the last date of contract period in written for non-continuing of the contract. Failing will leads to forfeit of performance guarantee.
- h. Implementation Period: The complete implementation (Provisioning, commissioning, deployment, installation, activation and certification of Leased Line Internet connectivity) shall be compulsorily got done by the successful bidder within a period of maximum (6) weeks from the date of receipt of acceptance letter by this office. If the implementation & commissioning of internet services is not completed within period, the order may be cancelled and all the payments terms from AEGCL, shall stand abrogated.

4.1.4 The Bidder should fulfill the entire criterion laid out in Eligibility Criterion.

4.1.5 The Bidder should submit all the documents to be enclosed with the Technical Bid.

4.1.6 The Bidder should submit documentary evidence in respect of all the points specified in Eligibility Criteria and also documents to be enclosed with respect to the Technical Bid (ANNEXURE-I).

4.2 Documents to be enclosed with the commercial bid

4.2.1 The Bidder shall give the Commercial Bid in Form-B1 of ANNEXURE-V.

4.3 Earnest Money Deposit to be submitted in either in physical form or through e-tender portal. Scanned copy of proof of EMD must be submitted in the e-tender portal. Non-submission of EMD will result in rejection of bid.

4.4 The respective bidders will be informed the date of opening of the Technical bid. The authorized representative of the bidder should attend while opening of the bid, if not possible to attend then must inform AEGCL via mail at infosec@aegcl.co.in or inform the authorized officials of AEGCL..

- 4.5 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender, and not to stipulate any deviations. AEGCL reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this tender.
- 4.6 Cost of Bid preparation: The bidder shall bear all costs associated with the preparation and submission of their Bids and AEGCL shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though AEGCL may elect to modify/withdraw the tender.
- 4.7 Amendments to bid information: AEGCL reserves the right to make revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions. The amendments shall be notified on www.aegcl.co.in and www.assamtenders.gov.in and these amendments will be binding on bidders.
- 4.8 **Prices**
- 4.8.1 Prices quoted in the commercial bid shall be firm and not subject to variation on any account for 3 years from date of connection.
- 4.9 Validity: The bidders shall hold valid their bids for 180 (One Hundred Eighty) days from the closing date for the e-bids. In exceptional circumstances, prior to the expiry of the original bid validity period, AEGCL may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.
- 4.10 **Earnest Money Deposit**
- 4.10.1 The EMD shall be in the form of a bank draft/Bankers Cheque favoring "AEGCL" drawn on any Nationalized Bank or first-class international bank payable at Delhi/New Delhi. The EMD can also be submitted through online e-tender portal.
- 4.11 Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of AEGCL.
- 4.12 Acceptance of Bids: AEGCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.
- 4.13 Bid Currency: All costs and charges related to the bid shall be expressed in Indian Rupees only.
- 4.14 Tender Evaluation:
- 4.14.1 AEGCL will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document.

4.14.2 During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not in compliance with tender enquiry document, AEGCL may seek the clarification within the specified target time and if the tenderer has fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

4.14.3 If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of AEGCL, order may be awarded accordingly.

4.15 Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

Technical evaluation of the proposals shall be done in two stages as:

Sub-Stage – A (Essential pre-qualification criteria):

AEGCL will examine all the bid(s) to determine whether they qualify the essential prequalification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

Sub-Stage – B (Technical Specification):

AEGCL will examine the detailed technical specification of the quoted part number/model, whether these are complying with the specification as mentioned in tender document.

The tender which are not compliance with the tender specifications will be summarily rejected. After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

(b) Stage – II (Financial Evaluation):

Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation. The financial bid(s) will be evaluated on the basis of the total cost as quoted. If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of AEGCL, the tender is liable to be ignored.

4.16 Award of Contract:

After due evaluation of the financial bid(s), AEGCL will award the contract to the lowest evaluated responsive tenderer.

4.17 Commencement of Contract:

The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

4.18 Upgrade & Price reduction

- 4.18.1 Any up gradation in technology shall be made available to AEGCL without any additional cost.
- 4.18.2 If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for AEGCL by the service provider.

4.19 Local Conditions

It shall be the responsibility of each bidder to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All prospective bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. AEGCL shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by AEGCL, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on this bid document will be entertained by the AEGCL, whatsoever.

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SECTION -5

5.0 OTHER TERMS & CODITIONS

5.1 PAYMENT TERMS: -

- 5.1.1 If in any condition advance payment is made to the service provider , then the service provider would submit a bank Guarantee amounting to the total gross value of the advance payment and the validity of the bank guarantee will be till the end of the contract period..
- 5.1.2 The one-time fixed charges shall be paid along with the first yearly payment after satisfactory installation/completion (within 60 days of issue of LOA) of Internet connectivity at AEGCL & receipt and confirmation of the guarantee.
- 5.2 Other Expenses:
 - 5.2.1 The successful bidder will bear all other expenses including Boarding, Lodging & conveyance etc. of their team.

5.3 PERFORMANCE GUARANTEE: - (As per ANNEXURE-VI)

- 5.3.1 The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of written notification of award to be made to the Successful bidder, calculated at the rate of ten percent (10%) on the work order value.
- 5.3.2 Performance Guarantee shall be valid until the termination of the contract period. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the successful bidder. The successful bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.
- 5.3.6 Performance Bank Guarantee shall be acceptable only from such Banks who provide independent confirmation of Performance Bank Guarantee to our Auditors Failure of the successful bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.
- 5.4 Delays in the successful bidder's Performance:
Delay by the successful bidder in the performance of its obligations shall render the successful bidder liable to any or all of the following sanctions: -
 - a. Invocation of its Performance Guarantee.
 - b. Imposition of liquidated damages, and/or
 - c. Termination of the Contract for Default.

5.5 INDEMNITY: -

The successful bidder irrevocably undertakes & agrees to indemnify and hold harmless purchaser in full, being unlimited with time against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from the said work for infringement of any rights protected by patent registration, design or trademark. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against Purchaser, it shall notify to the Successful bidder and Successful bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

5.6 LIQUIDATED DAMAGES: -

The timely execution of contract is essence of the work order. In the event of supplier's failure to deliver the services within the stipulated delivery period as per Clause 3.1 & Clause 3.2 the liquidated damages are payable by them @ 0.5 % (Point five per cent) per week of the unexecuted order value subject to a maximum of 10% (ten per cent) total order value.

5.7 TERMINATION FOR DEFAULT

5.7.1 The Purchaser may, without prejudice to any other remedy for breach of purchase order/ work order, by written notice of default, sent to the supplier, terminate this Purchase order/ work order in whole or in parts. If the Supplier fails to deliver any or all of the services within the time period(s) specified in the work order, or any extension thereof granted by the Purchaser. If the Supplier fails to perform any other obligation(s) under the work order; and if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

5.7.2 In the event, Purchaser terminates the work order in whole or in part, pursuant to paragraph

5.7.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate. Supplier shall be liable for any undelivered services or any excess cost for such similar services incurred to the Purchaser. However, the Supplier shall continue performance of the work order to the extent not terminated.

5.8 SET OFF: -

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by AEGCL and set off against any claim of AEGCL.

5.9 FORCE MAJEURE:

5.9.1 If any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of Gods and acts of Government (including but not restricted to prohibitions of exports and imports, fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.

5.9.2 If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

5.9.3 The party which is unable to fulfill its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of be above circumstances and their duration.

5.10 DISPUTE RESOLUTION: -

i. Conciliation: At the outset parties shall first endeavour to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

ii. Arbitration: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or

the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Managing Director (MD) of AEGCL. The provisions of Arbitration and Conciliation Act – 1996 and its subsequent amendments made time to time shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be District of Kamrup (Guwahati). The language of the arbitration shall be English.

iii. Exclusive Jurisdiction: The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of District of Kamrup (Guwahati) only.

5.11 **MERGER & ACQUISITIONS:** - In case of mergers and acquisitions of Successful bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

5.12 **FRAUD PREVENTION POLICY**

5.12.1 Commitments of Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with AEGCL. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of AEGCL (Full text of which is available with AEGCL) during their participation in the tender process, during the execution of contract and in any other transactions with AEGCL.

a. The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of AEGCL's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The bidder(s) shall not commit or allow any employee of AEGCL to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s) will not use improperly or allow any employee(s) of AEGCL, for purposes of competition or personal gain or pass on the other, any information or documents provided by AEGCL as part of the business relationship, including information contained or transmitted electronically.

d. The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

e. The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform AEGCL of same without any delay.

5.12.2 Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause above of "fraud prevention Policy" of AEGCL in any other form such as to put their reliability or credibility in question, AEGCL other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with AEGCL and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

5.12.3 **Damages:** If AEGCL has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 5.12.2, AEGCL shall be entitled to demand and recover

from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

- 5.13 HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, AEGCL's policy for Holiday-Listing of bidder mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, AEGCL at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.
- 5.14 CONFIDENTIALITY:** All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party, except with AEGCL's prior written permission. In this regard supplier has to enter into Non-Disclosure Agreement with AEGCL as per **Annexure- IV**.
- 5.15 MSME Exemption:** - The bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The bidder must submit a valid certificate from the authorized issuing authorities in physical form in a separate envelope.
- 5.16 GST Compliance:** - In case of imported supplies, the supplier shall be entirely responsible for all taxes, stamp duties, license fee and other such levies imposed outside the Purchaser's country (India) and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

All domestic purchases shall be subject to TDS provisions, if any, as per GST Act. Further supplier shall comply with all the necessary statutory compliances including but not limited to providing GST invoices, or other documentation as per GST Law relating to the above supply to AEGCL, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Services TAX (GST) Portal.

In case, if any Input Tax Credit of GST Act is denied or demand is recovered from AEGCL on account of any act of supplier, including but not limited to non-payment of GST Charged and recovered, non-generation of e-way bill, non-filing of returns non-uploading / improper uploading of valid invoices raised on AEGCL in the returns etc, the Seller /Vendor shall indemnify AEGCL in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payment due to the supplier or from Security Deposit or any other amount available with AEGCL in the same or in other contracts including future contracts.

If any tax has been paid by the supplier in pursuance of any demand on account of suppression, fraud or willful misstatement of facts, then the same shall not be passed on to AEGCL through Debit Notes or invoices or supplementary invoices."

- 5.17** For any further clarification, the bidder may contact at the following email ID mentioning the Tender Inquiry No. in the subject:

infosec@aegcl.co.in

ANNEXURE – I : TECHNICAL BID
FORM- A1:

Sl. No	Eligibility Criteria	Compliance (Y/N)
1	The bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on AEGCL Limited.	
2	The bidder should have an average turnover of Rs. 15 Lakh or above during audited financial years a). A copy of the audited annual accounts for these years.	
3	The Bidder should have positive net worth as on 31st March 2023. Copy of the audited financial statements to be enclosed.	
4	Bidder must be Category “A” ISP or Unified Access Service License (UASL). The bidder (Internet Service Provider) must have a valid license from DoT, Government of India.	
	Copy of document showing ISP License No. (with date) along with a copy of the License Agreement for the provision of Internet Service issued by Government of India/TRAI/DoT to be enclosed.	
5	The ISP should have its own international Gateway. DOT License/Certificate for the same to be provided	
6	The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone up to international gateway in India. Self-certified letter for compliance of the same	
7	The bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals charges etc. Self-certified letter for compliance of the same	
8	The bidder must have a fully functional Customer Service Centre(s) in this region, which is fully operational 24 X 7 X 365 days. List of Customer Service Centre(s) must be enclosed with technical bid.	
9	The bidder must have adequate bandwidth at the backend to provide the desired bandwidth in AEGCL. Supporting document must be enclosed with technical bid	
10	The bidder should be in Core ISP business at least for a period of last three years. Documentary proof should be attached.	
11	The bidder should commit 99.5% availability of his Internet Backbone / Core network. This also includes POP uptime/availability. Self-certified letter for compliance of the	
12	The bidder shall be peering with at least min. 2 other ISP. Copy of the letter for compliance.	
13	The bidder should have commissioned & maintained Min. -2- Links of Leased Line Internet Bandwidth in each year for the past three years at various branches/offices of PSUs. Document proof for the commissioning of Internet Link should be attached.	
14	The Bidder should not be black listed or on holiday by any Central Govt/State Government as of date of submission of tender. (Undertaking regarding this should be provided by the bidder). Self-certified letter for compliance of the same	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE – II TECHNICAL BID

FORM- A2

Sl.No	Service Level Guarantee (SLA)	Conformity as per Technical Requirement (Y/N)
1	The Bidder shall provide the 300 Mbps Internet leased line connectivity at all the time (24X7X365) at AEGCL, Corporate Office at Bijulee Bhawan, Paltan Bazar, Guwahati-01	
3	Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.	
4	Latency: Less than 100ms from AEGCL to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.	
5	Network Availability (uptime): More than 99.50 % per month.	
6	National Backbone should be available on the same ISP.	
7	Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of AEGCL	
8	Downtime Calculation: Downtime shall be calculated as (Total Time – Down Time) X 100 / Total Time. Deduction in payment will be made for downtime in the half yearly invoices raised by the ISP.	
9	The response time for attending the faults will be 2 hour after they are reported to the ISP. The ISP will rectify the faults within 4 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.	
10	Uptime & Downtime Metrics: The Actual Uptime on Fiber Link to be calculated in respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following service credits will be due to AEGCL:	
a	Actual Uptime ≥ 99.5 % No Credit	
b	Actual Uptime $= 99$ % 2 days equivalent service credit Actual Uptime $= 95$ % 7 days equivalent service credit	
c	Actual Uptime < 95 % and ≥ 90 % 15 days equivalent service credit Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100	
d	Definition:	
e	Total Uptime hours = No of days in month X 24	
f	Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month Example: In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:	
g	Total Uptime hours = $31 \times 24 = 744$ Actual Uptime Hours = $744 - 7 = 737$	
h	Actual Uptime % = $(737/744) \times 100 = 99$ % c.	
i	If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/-per day to the Vendor.	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE- III

FORM A3

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the Notice Inviting Tender. A copy of the same duly signed by us is attached.

Signature: Name: Designation: Company/Firm:

Date:

Place:

AEGCL

ANNEXURE – IV

TECHNICAL BID

FORM A4

BIDDER DETAILS

Tender No.	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO./GST No	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	
Place:	

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE-V
COMMERCIAL BID
FORM-B1

Sl.No	Service offering	Qty	Price (INR) (%) A	Taxes (%) B	Total Price (Rs) C = A + B
1	One time Installation and Commissioning Charge	1			
2	Annual Rental Charges for 300 MBps (1:1) Internet leased line as per specified technical details and specifications	1			
3	NET TOTAL (ALL INCLUSIVE)				

Terms & Conditions:

- a. Once quoted, the bidder shall not make any subsequent price changes. Such price changes
- b. shall render the bid liable for rejection. The amount quoted is inclusive of all taxes.
- c. AEGCL will deduct applicable TDS, if any, as per the law of the land.
- d. Rates for any additional /optional features to be mentioned clearly and separately.
- e. The rates quoted shall be in Indian rupees only. Price must to be quoted both in figures and in words.
- f. Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to AEGCL.
- g. No other charges shall be payable by AEGCL.
- h. All documents submitted as part of bid shall be duly stamped and signed by the authorized signatory.

Place:
Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE-VI
PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No. Date

To
AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati-01

1. WHEREAS, AEGCL Limited, having its registered office at 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01 India and one of its office at _____ (hereinafter called 'the AEGCL') have entered into contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s _____ (name) _____ address _____, (hereinafter called the 'XX')

2. AND WHEREAS the 'XX' under the contract is required to furnish a Security for the performance of the CONTRACT and AEGCL has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____ (10% of the total **contract** value).

3. AND WHEREAS at the request of the 'XX', we, _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the AEGCL, immediately on demand upto and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the AEGCL that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

4. We, _____ Bank, undertake to pay the amount demanded by the AEGCL not exceeding the sum of Rs _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under theses presents being absolute and unequivocal. The payment shall be made to the AEGCL across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.

5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until _____ (_____ date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).

7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.

8. This guarantee comes into force forthwith.

9. We further agree that AEGCL shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by AEGCL against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".

10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____

only by AEGCL

11. We _____. (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of AEGCL in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favor under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____.

Witness:

1

2

(Authorised Signatory) (for
and on behalf of Bank) With
Seal & Signature)

ANNEXURE-VII
NON-DISCLOSURE AGREEMENT (NDA) (Rs. 100 Stamp Paper)

This Non-Disclosure Agreement ("The Agreement") is signed at (Venue) on this _____ day of _____ 2017, by and between

_____ having its registered offices at _____ (hereinafter referred to as "_____") which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns) on the one part.

and

AEGCL having its registered office at 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01 ("AEGCL" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns) on the other part.

WHEREAS:

A. [INSERT NAME] is engaged in the business of, inter-alia, providing _____ services.

B. Assam Electricity Grid Corporation Limited, a vibrant growth oriented Public Sector Company registered under 'Company Act, 1956'. It was formed out of restructured Assam State Electricity Board 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. Assam Electricity Grid Corporation Limited inherited 3862 circuit kms of EHV lines above 66 kV voltage class and 38 numbers of EHV sub-stations having a total transformation capacity of 1636.50 MVA at its birth in 2003.

After 2003 with the inclusion of new sub stations and transmission lines its transmission capacity is increased upto 7583 MVA , line length 5784 Ckt kilometer and no. of substation 71 nos, which includes 1 no. 400KV, 12 nos. of 220KV, 58 nos of 132KV substations as on June 2022.

Assam Electricity Grid Corporation Limited is playing a strategic role as it is the largest 'STU' in the NE region. It also understands its responsibility towards the entire North East India and is always extending a helping hand by way of transporting a fair share of power to the other sister states of the region.

Assam Electricity Grid Corporation Limited has consistently maintained the transmission system availability over 99% which is at par with other National Transmission Utilities.

Assam Electricity Grid Corporation Limited vows to ever strive till all transmission bottlenecks get eradicated. It pledges to deliver unrelenting brilliance in performance, deliver power efficiently but economically, show high safety standards, and is committed to respecting environmental and heritage issues.

C AEGCL, pursuant to its Tender dated _____, declared [INSERT NAME] as successful Bidder for its appointment as _____. Pursuant to appointment of [INSERT NAME] as _____, certain Confidential Information relating to AEGCL's business may be disclosed by AEGCL to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.

D. Both Parties agrees that the security of IT infrastructure of AEGCL is critical and the IT architecture/environment/reports needs to be analyzed and reviewed to ensure that AEGCL's IT infrastructure remains secured to the best possible extent. Therefore [INSERT THE NAME] has agreed

to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires,

(a) The term "Confidential Information" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by AEGCL to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of AEGCL's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to AEGCL that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by AEGCL and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.

(b) "Contract" means the Contract for providing _____ to be entered into between AEGCL and [INSERT NAME] pursuant to the award letter dated _____ declaring [INSERT NAME] as successful Bidder for its appointment as _____.

(c) "Representatives" means Directors/Partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert the Name].

2. Confidential Information and Protection:

2.1 AEGCL may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between AEGCL and [PLEASE INSERT THE NAME].

2.2 The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of AEGCL which has been created, developed or obtained by AEGCL by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of AEGCL which gives significant competitive advantage to AEGCL and that protection of Confidential Information is of the highest importance to AEGCL. Therefore [INSERT NAME] acknowledges and undertake:

(a) To keep the Confidential Information in strict confidence for the entire duration of the Contract.;

(b) Without the prior written consent of AEGCL, [INSERT NAME] shall not disclose Confidential Information furnished to it to anyone other than its duly authorised representatives expressly approved by AEGCL;

(c) [INSERT NAME] shall procure that its duly authorised Representatives shall not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.

(d) In case the Confidential Information is disclosed to any of [INSERT NAME] duly authorised Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.

(e) To inform its duly authorised Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and

(f) To keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from AEGCL as "Confidential".

(g) The Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the AEGCL's Products which are the exclusive property of AEGCL and are critical for the business of the AEGCL and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of AEGCL.

(h) The [INSERT NAME] shall not copy or modify any Confidential Information without the prior written consent of AEGCL. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.

(i) [INSERT NAME] shall notify AEGCL promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the AEGCL's Confidential Information by any person or entity other than AEGCL and its Authorised Representatives

(j) Promptly furnish to AEGCL full details of the unauthorised possession, use or knowledge, or attempt thereof;

(k) Use reasonable efforts to assist AEGCL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(l) use reasonable efforts to cooperate with AEGCL in any litigation and investigation against third parties deemed necessary by AEGCL to protect its proprietary rights; and

(m) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information

3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:

(a) at the time of its disclosure to [INSERT NAME] is in the public domain;

(b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify AEGCL or any of its duly authorized representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment shall be accorded to the Confidential Information.

4. NO COMMITMENTS, WARRANTIES OR SOLICITATION

(a) The Confidential Information disclosed by AEGCL to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorised by AEGCL.

(b) No representations or warranties, express or implied, are made by AEGCL concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither AEGCL nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and AEGCL expressly disclaims any such liability whether in negligence or otherwise.

(c) AEGCL shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by AEGCL with regard to the Tender.

(d) AEGCL shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.

(e) Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of AEGCL without the prior written consent of AEGCL.

5 Return of Confidential Information

(a) Upon the written request of AEGCL, the [INSERT NAME] shall return to AEGCL all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to AEGCL written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.

(b) Upon specific request by AEGCL, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

6 Indemnity; No Waiver; Specific Performance

(a) [INSERT NAME] shall indemnify, defend and hold harmless AEGCL against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by AEGCL which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].

(b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and AEGCL shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to AEGCL at law or in equity.

(c) Failure by AEGCL in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

7. Relationship of Parties

AEGCL has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and [PLEASE INSERT THE NAME] shall not have the authority to bind AEGCL without the separate prior written agreement thereof.

8 No Grant of Property Rights

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of AEGCL's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

9 General Provisions

(a) AEGCL has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.

(b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

10. TERM AND TERMINATION

(a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract.

(b) Notwithstanding clause 10 (a) above, AEGCL may terminate this Agreement by giving a 30 days prior written notice to the other Party.

11. CONSEQUENCES OF TERMINATION

(a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and

(b) Termination will not affect AEGCL's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12.GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

13.ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorized Representative of each of the parties.

14.DISPUTE RESOLUTION

I. Conciliation:

At the outset parties shall endeavor to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

ii.Arbitration:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Managing Director (MD) of AEGCL. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.

The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

iii.Exclusive Jurisdiction:

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

15.SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

16. NOTICES

Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:

(a) To,

AEGCL 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01

(b) [INSERT NAME]

Any notice shall be effective only upon actual receipt at the above-mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized Representatives of the parties on the day and year first above written.

1. signed and delivered by:

AEGCL 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01

2. signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

1. Signature: Name: Address:

2. Signature: Name: Address: