BIDDING DOCUMENT

FOR

“Establishment of

Indigenous Security Operation Centre (SOC)

&

Indigenous Network Operation Centre (NOC)

at SLDC, Guwahati of AEGCL”

(E-Tender)
https://assamtenders.gov.in
VOLUME-I
BID IDENTIFICATION NO.: AEGCL/CGM/SLDC/T-161/Pt-23/26-27
ASSAM ELECTRICITY GRID CORPORATION LIMITED
Tender Fee: Rs. 10,000
Estimated Project Cost: Rs. 19,44,00,000

Contents

SECTION 1 — INSTRUCTIONS TO BIDDERS (ITB) 6
1.1.0 General 6
1.1.1 Scope of Bid 6
1.1.2 Eligible Bidders 6
1.1.3 Conflict of Interest 7
1.2.0 Contents of Bidding Document 8
1.2.1 Sections of Bidding Document 8
1.2.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 9
1.2.3 Amendment of Bidding Document 9
1.3.0 Preparation of Bids 9
1.3.1 Cost of Bidding 9
1.3.2 Language of Bid 10
1.3.3 Documents Comprising the Bid 10
1.3.4 Letter of Bid and Schedules 10
1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder 10
1.3.6 Documents Establishing Conformity of the Goods and Services 11
1.3.7 Bid Prices 11
1.3.8 Period of Validity of Bids 11
1.3.9 Bid Security 12
1.3.10 Format and Signing of Bid 12
1.4.0 Submission and Opening of Bids 13
1.4.1 On-line Submission of Bids 13
1.4.2 Deadline for Submission of Bids 13
1.4.3 Late Bids 14
1.4.4 Withdrawal, Substitution and Modification of Bids 14
1.4.5 Bid Opening 14
1.5.0 Evaluation and Comparison of Bids 15
1.5.1 Confidentiality 15
1.5.2 Clarification of Bids 15
1.5.3 Deviations, Reservations and Omissions 15
1.5.4 Preliminary Examination of Technical Bids 15
1.5.5 Responsiveness of Technical Bid 15
1.5.6 Non-material non-conformity 16
1.5.7 Detailed Evaluation of Technical Bids 16
1.5.8 Eligibility and Qualification of the Bidder 16
1.5.9 Correction of Arithmetical Errors 17
1.5.10 Evaluation of Price Bids 17
1.5.11 Evaluation 17
1.5.12 Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 18

1.6.0 Award of Contract 18
1.6.1 Award Criteria 18
1.6.2 Notification of Award 18
1.6.3 Signing of Contract 18
1.6.4 Performance Security 18
Appendix to ITB-1 — BID DATA SHEET (BDS) 20
APPENDIX TO ITB-1(A) 22
Appendix to ITB-2 — EVALUATION AND QUALIFICATION CRITERIA (EQC) 23
1. Eligibility Criteria (Pass/Fail) 23
2. Financial Qualification 25
SECTION 2 — BIDDING FORMS (BDF) 27
FORM-I: FORMAT FOR BID SECURITY BANK GUARANTEE 28
FORM-II: FORMAT FOR PRICE SCHEDULE 29
FORM-III: FORMAT FOR SUBMISSION OF FINANCIAL DETAILS 31
FORM-IV: FORMAT FOR BANK CERTIFICATE 32
FORM-V: DETAILS OF QUALIFYING PAST EXPERIENCE AND PROJECT VALUE 33
FORM-VI: FORMAT FOR COMMERCIAL DEVIATIONS 34
FORM-VII: FORMAT FOR TECHNICAL DEVIATIONS 35
FORM-VIII: FORMAT FOR LITIGATION HISTORY 36
FORM-IX: FORMAT FOR COMMERCIAL QUESTIONNAIRE 37
FORM-X: FORMAT FOR GUARANTEED TECHNICAL PARTICULARS 43
FORM-XI: FORMAT FOR TECHNICAL QUESTIONNAIRE 44
FORM-XII: FORMAT FOR DETAILS OF BID & CONTRACT DRAWINGS SUBMITTED WITH BID 48
FORM-XIII: QUALITY ASSURANCE PROGRAMME AND PROGRAMME CHART 49
FORM-XIV: CERTIFICATION BY THE BIDDER 50
FORM-XV(A): UNDERTAKING FOR LOCAL CONTENT 51
FORM-XV(B): CERTIFICATE FOR LOCAL CONTENT 52
FORM-XVI: UNDERTAKING 53
FORM-XVII: UNDERTAKING 54
FORM-XVIII: CHECK LIST 55
FORM-XIX: UNDERTAKING 60
FORM-XX: LETTER OF BID 63
FORM-XXI: BIDDER INFORMATION FORM 65
FORM-XXII: MANUFACTURER'S LETTER OF AUTHORIZATION 67
FORM-XXIII: POWER OF ATTORNEY FOR SIGNING OF BID 68
SECTION 3 — CONTRACT FORMS (CF) 69
PRO-FORMA-I: UNDERTAKING FOR COMPLETENESS OF MATERIAL 70
PRO-FORMA-II: CERTIFICATION FOR PRICE VARIATION (FOR NO NEGATIVE PRICE VARIATION) 71
PRO-FORMA-III: CERTIFICATION FOR PRICE VARIATION (FOR NEGATIVE PRICE VARIATION) 72
PRO-FORMA-IV: UNDERTAKING 73
PRO-FORMA-V: BANK GUARANTEE FOR PERFORMANCE SECURITY 74

PRO-FORMA-VI: DRAFT AGREEMENT FORM 76
PRO-FORMA-VII: LETTER OF ACCEPTANCE 78
ANNEXURE-I (For encashment of BG) 79
SECTION 4 — GENERAL CONDITIONS OF CONTRACT (GCC) 80
1. Definitions 80
2. Contract Documents 80
3. Corrupt or Fraudulent Practices 80
4. Interpretation 80
5. Language 81
6. Notices 81
7. Governing Law 81
8. Settlement of Disputes 81
9. Scope of Contract 82
10. Time for Commencement and Completion 82
11. Contractor’s Responsibilities 82
12. Contract Price 83
13. Terms of Payment 83
14. Taxes and Duties 83
15. Performance Security 84
16. Copyright 84
17. Confidential Information 84
18. Specifications and Standards 85
19. Packing and Documents 85
20. Insurance 85
21. Transportation 86
22. Inspections and Tests 86
23. Penalty (Liquidated Damages) 88
24. Guarantee (Warranty) 88
25. Defect Liability 89
26. Patent Indemnity 89
27. Limitation of Liability 90
28. Force Majeure 90
29. Change Orders and Contract Amendments 90
30. Extensions of Time 91
31. Termination 91
32. Assignment 92
33. Testing of Equipment / Material at Independent Laboratory 92
34. Recovery Against Other Contracts 92
35. Extension Order/Variation in Quantities 92
36. Training 93
37. Special Requirement for Replacement, Repair & Maintenance of the Supplied & Commissioned Systems during AMC Period 93

38. Execution of the Facilities — Representatives 93
39. Work Program 94
40. Installation 95
41. Inspection and Audit by Government of Assam........ 95
42. Change in Laws and Regulations 96
SECTION 5 — PARTICULAR CONDITIONS OF CONTRACT (PC)........ 97
Notes on the Particular Conditions........ 97
Particular Conditions (PC)........ 97

SECTION 1 — INSTRUCTIONS TO BIDDERS (ITB)

This Section specifies the procedures to be followed by Bidders in preparing and submitting their Bids. It also sets out the procedures for submission, opening, evaluation and award of the Contract.

All bidders shall comply with all provisions of Make in India (MII) orders and all orders related to Cyber Security issued by the government in all the activities involved in the project(s) from start to completion.

1.1.0 General

1.1.1 Scope of Bid

1.1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Chief General Manager, SLDC, on behalf of Assam Electricity Grid Corporation Limited (AEGCL) (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for "Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, AEGCL", comprising the supply, installation, integration, testing and commissioning of all hardware, software, licences and Related Services specified in Volume-II (Technical Specifications), together with operation and maintenance of the SOC & NOC for the period stated therein. The name and identification numbers of this Competitive Bidding are provided in the BDS attached as Appendix to ITB-1 (BDS).

1.1.1.2. **Period of Completion: The implementation (supply, installation, integration, testing, commissioning, Go-Live, Tuning/Stabilization) shall be completed within 10 months from the date of issuance of the Notification of Award (NoA) / Letter of Acceptance (LoA) / techno-commercially clear order, followed by comprehensive Operation & Maintenance / AMC support and Services for a period of 5 years from the date of Operational Acceptance and Taking Over of the complete system as detailed in Volume-II**. Bidders should note that time is the essence of this Bid. Bidders who cannot commit to complete the Works within the stipulated time may refrain from participating.

1.1.1.3. Unless otherwise stated, throughout this Bidding Document, definitions of terms shall be as prescribed in Section 4 (General Conditions of Contract).

1.1.2 Eligible Bidders

1.1.2.1. Subject to meeting the Eligibility Criteria and Qualifying Requirements specified in Appendix to ITB-2 (EQC), a Bidder may be a sole proprietorship firm or a partnership firm or company or a Joint venture (JV) or a Consortium acting as the System Integrator (Lead Bidder). When the Bidder is a partnership firm, the names and addresses of the partners shall be indicated and a copy of the certificate of registration with the concerned Registrar of Firms shall be enclosed with the Bid. When the bidder is a sole proprietorship firm then the names and addresses of the sole proprietor is to be indicated along with the firm details.

1.1.2.2. When the Bidder is a company, the company registration documents along with the Memorandum of Association shall be submitted.

1.1.2.3. When the Bidder is an individual carrying on business in a firm's name, the Bid shall be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

1.1.2.4. When **the Bidder is a JV of two or more** firms or Sister-Company as partners, all partners shall comply with the following requirements:

- **(a)** The Bid and, in case of a successful Bid, the Form of Agreement shall be signed by all the partners so as to be legally binding on all partners.
- **(b)** One of the partners shall be authorised as the Lead Partner, and this authorisation shall be evidenced by submitting a Power of Attorney signed by legally authorised **signatories of all the partners.**
- **(c)** The Lead Partner shall be authorised to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV and for the entire execution of the Contract.
- **(d)** All partners of the JV shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid).
- **(e) A copy of the notarized/registered JV Agreement entered into by the JV partners shall be submitted with the Bid.**

- **(f)** In the event the JV is awarded the Contract, a registered JV Agreement shall be submitted by the selected JV firm within the stipulated period, as may be specified by the purchaser, before issuance of the LoA/Work Order, failing which the bidder shall be liable for rejection.
- **(g) Responsibility of Lead Partner for AMC/O&M:** In the event of award to a JV/Consortium, the Lead Partner shall itself undertake and remain directly responsible for the complete Operation & Maintenance / AMC obligations under the Contract for the entire stipulated AMC period, including any extension thereof. The responsibility for execution of the AMC/O&M scope shall not be transferred, assigned or subcontracted to any other JV/Consortium partner, affiliate, group company, manpower agency or other third party.

  All operational manpower required to be deployed under the Contract during the AMC/O&M period, including the minimum manpower specified in Volume-II Part-A, Appendix E (Operational Manpower Requirement), shall be directly employed by and maintained on the payroll of the Lead Partner throughout the respective period of deployment. Such personnel shall not be deployed on the payroll of any JV/Consortium partner, subcontractor, manpower agency or other third party.

1.1.2.5. The Bidder and every OEM whose product is offered shall comply with the Eligibility Criteria set out in Appendix to ITB-2**, requirement that the Bidder / JV/ Consortium be a CERT-In empanelled Information Security Auditing Organisation or shall engage at least 2(two) CERT-In empanelled cyber security auditor with valid empanelment Certificate as on the date of bid submission for bi-annual cyber security audits.** Against the offered OEM(s) no debarment order or blacklisting order by any central or state govt PSU or Govt. agency in India is on force on the date of bid submission.

1.1.2.6. **Public Procurement (Preference to Make in India) Order, 5th June 2017, and subsequent amendments: Purchase preference shall be given to 'Class-I Local Suppliers' and 'Class-II Local Suppliers' as defined in the said Order and its subsequent revisions**. Bidders shall furnish the self-certification / statutory-auditor certificate of local content in the format prescribed in Section 2 (Bidding Forms).

1.1.2.7. Restrictions under Rule 144(xi) of the General Financial Rules, 2017: Any Bidder from a country which shares a land border with India shall be eligible to bid only if the Bidder is registered with the Competent Authority as specified in Order (Public Procurement No. 1) dated 23.07.2020 of the Ministry of Finance, Department of Expenditure, and its amendments. The Bidder shall submit a certificate to this effect in the format prescribed in Section 2 (Bidding Forms). A false certificate shall render the Bid liable to rejection and other actions as per law.

1.1.2.8. The Bidder shall be a company registered under the Companies Act, 1956/2013, or a Partnership Firm registered under the Limited Liability Partnership Act, 2008, or a Government Organization/PSU, and shall have been in existence for a minimum period of five (5) years from the original Bid opening date. The Certificate of Incorporation / Registration Certificate shall be submitted in support of this requirement. Where the Bidder is a JV/Consortium, this requirement shall be satisfied by the Lead Partner and each partner individually, consistent with ITB Clause 1.1.2.4.

1.1.3 Conflict of Interest

1.1.3.1. Conflict of Interest for the Purchaser or Procuring Entity, its personnel (including officials and employees), and Bidders is a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, its contractual obligations, or its compliance with applicable laws and regulations.

1.1.3.2. Situations in which the Purchaser, Procuring Entity or its personnel may be considered to have a Conflict of Interest include, but are not limited to, the following:

- **(a)** Private interests of the Purchaser, Procuring Entity or its personnel, including personal, non-official, extra-professional or other relationships, or personal financial assets, interfere or appear to interfere with the proper performance of their professional functions or obligations as procurement officials.
- **(b)** Within the procurement environment, a Conflict of Interest arises in connection with personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, post-retirement employment of the concerned person or relatives, or receipt of any gift or benefit that may place the Procuring Entity or its personnel in a position of obligation.
- **(c)** Assets of the Procuring Entity, including human, financial and material assets, the office of the Procuring Entity, or knowledge gained from official functions are used for private gain or to prejudice the position of any person.

- **(d)** The Procuring Entity or any of its personnel is seen to benefit directly or indirectly, or allows any third party, including family, friends or any person favoured by them, to benefit directly or indirectly from a procurement decision or action.

1.1.3.3. Situations in which Bidders participating in the procurement process, or their personnel, representatives or agents, may have a Conflict of Interest include, but are not limited to, the following:

- **(a)** They have any relationship, financial or business transaction, or interest with any official or employee of the Procuring Entity who is directly or indirectly involved in or related to the procurement process or execution of the Contract.
- **(b)** They receive or have received any direct or indirect subsidy from another Bidder.
- **(c)** They have the same legal representative for the purposes of the Bid.
- **(d)** They have a relationship with another Bidder, directly or through common third parties, that places them in a position to have access to information about, or influence over, the Bid of another Bidder.
- **(e)** They participate in more than one Bid in the same bidding process, except that participation as a Subcontractor or OEM in more than one Bid shall be governed by the BDS and the Evaluation and Qualification Criteria.
- **(f)** They have controlling partners in common.
- **(g)** The Bidder or any of its affiliates participated as a consultant in the preparation of the design, technical specifications or other documents for the subject matter of procurement, or was otherwise involved in such preparation in a manner that gives it an unfair competitive advantage.
- **(h)** A Bidder, JV/Consortium partner, OEM, Subcontractor or any of their affiliates has any other interest that could materially affect fair competition or the impartial performance of the Contract.

1.1.3.4. Where a holding company has more than one independently operating unit, or where two or more units have common business ownership or management, only one such unit shall submit a Bid in its own capacity for this procurement, unless they participate together as an expressly permitted JV/Consortium under ITB Clause 1.1.2. Similar restrictions apply to closely related sister or subsidiary companies. The Bidder shall proactively disclose all sister companies, subsidiaries, affiliates, common ownership, common management and other circumstances that may give rise to a Conflict of Interest. Failure to disclose a Conflict of Interest may result in rejection of the Bid, cancellation of award, termination of the Contract and other action permitted under the Bidding Document and applicable law.

1.2.0 Contents of Bidding Document

1.2.1 Sections of Bidding Document

1.2.1.1. The Bidding Document consists of the following five sections, and shall be read in conjunction with any Addenda/Corrigenda issued in accordance with ITB Clause 1.2.3:

– Section 1 – Instructions to Bidders (ITB) with APPENDIX TO ITB – 1 (Bid Data Sheet) and APPENDIX TO ITB – 2 (Evaluation and Qualification Criteria)

– Section 2 – Bidding Forms (BDF)

– Section 3 – Contract Forms (CF)

– Section 4 – General Conditions of Contract (GCC)

– Section 5 – Particular Conditions of Contract (PC)

1.2.1.2**.** The Sections listed above, together with Volume-II and any Addenda or Corrigenda issued by the Purchaser, shall constitute the Bidding Document. The Contract Forms contained in Section 3, once duly completed and executed after award, shall form part of the Contract.

1.2.1.3. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

1.2.1.4. The Purchaser is not responsible for the completeness of the Bidding Document and its Addenda if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.

1.2.1.5. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in rejection of the Bid.

1.2.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS, or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB Clause 1.2.2.4. The Purchaser will respond to any request for clarification received no later than seven (7) days prior to the deadline for submission of Bids. The Purchaser's response shall be in writing, with copies to all Bidders who have acquired the Bidding Document in accordance with ITB Clause 1.2.1.4, including a description of the enquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification request, it shall do so following the procedure under ITB Clause 1.2.3 and ITB Clause 1.4.2.2.

1.2.2.2. **The Bidder is advised to visit and examine the site at SLDC, Guwahati where the SOC & NOC are to be established, including the proposed control-room space, data-centre area, power and cooling provisions and network connectivity, site-conditions and requirements and to obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into the Contract. Purpose of Site-visit is that Bidder to ensure end-end deployment of solution to meet the operational requirements without any additional cost implication to Employer. The costs of visiting the site shall be at the Bidder's own expense**.

1.2.2.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises for the purpose of such visit, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs and expenses incurred as a result of the inspection.

1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

1.2.2.5. The Bidder is requested, as far as possible, to submit any questions in writing so as to reach the Purchaser not later than one week before the pre-bid meeting.

1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions raised (without identifying the source) and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB Clause 1.2.3 and not through the minutes of the pre-bid meeting.

1.2.2.7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

1.2.3 Amendment of Bidding Document

1.2.3.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing Addenda/Corrigenda.

1.2.3.2. Any Addendum issued shall be part of the Bidding Document and shall be communicated in writing / published on the e-tendering portal for all who have obtained the Bidding Document in accordance with ITB Clause 1.2.1.4.

1.2.3.3. To give prospective Bidders reasonable time to take an Addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids pursuant to ITB Clause 1.4.2.2.

1.3.0 Preparation of Bids

1.3.1 Cost of Bidding

1.3.1.1. **The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.**

1.3.2 Language of Bid

1.3.2.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

1.3.3 Documents Comprising the Bid

1.3.3.1. The Bid shall comprise two envelopes submitted simultaneously through the e-tendering portal at https://assamtenders.gov.in: Envelope-B, the ‘Techno-Commercial Bid’ (Technical Bid), containing the documents listed in ITB Clause 1.3.3.2; and Envelope-C, the ‘Price Bid’, containing the documents listed in ITB Clause 1.3.3.3.

1.3.3.2. The Techno-Commercial Bid (Envelope-B) submitted by the Bidder shall comprise the following:

- **(a)** Letter of Bid in the format prescribed as FORM-XX;
- **(b)** Bid Security, in accordance with ITB Clause 1.3.9;
- **(c)** Tender Fee;
- **(d)** Notarised JV Agreement, if the Bidder is a JV;
- **(e)** Written confirmation authorising the signatory of the Bid to commit the Bidder, in the format prescribed as FORM-XXIII (notarised Power of Attorney), in accordance with ITB Clause 1.3.10.1;
- **(f)** Documentary evidence establishing the Bidder's and each offered OEM's compliance with every row of Tables 1 and 2 of the Eligibility Criteria in Appendix to ITB-2, serially indexed against the row number of the respective table;
- **(g)** Documentary evidence establishing, in accordance with ITB Clause 1.3.6, that the goods, software and services offered conform to the Bidding Document, including clause-by-clause compliance with Volume-II and an unpriced Bill of Materials (BoM);
- **(h)** Notarized Manufacturer's Letter of Authorization from each OEM whose product is offered, in the format prescribed as FORM-XXII, with confirmation of back-to-back support for the entire Contract and AMC period;
- **(i)** OEM undertakings, on the respective OEM's letterhead, confirming that the OEM is not banned, blacklisted or debarred;
- **(j)** Local-content certificate under the Public Procurement (Preference to Make in India) Order and the land-border compliance certificate under ITB Clause 1.1.2.7;
- **(k)** Documents called for under ITB Clauses 1.1.2.1, 1.1.2.2 and 1.1.2.3;
- **(l)** Any other document required in the BDS; and
- **(m)** Bidder Information Form in the format prescribed as FORM-XXI.

1.3.3.3. The Price Bid (Envelope-C) shall comprise the completed online Price Schedule / BoQ in accordance with ITB Clauses 1.3.4 and 1.3.7, together with any other price document expressly required in the BDS.

1.3.4 Letter of Bid and Schedules

1.3.4.1. The Letters of Technical Bid and Price Bid, the Schedules and all documents listed under ITB Clause 1.3.3 shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder

1.3.5.1. To establish its eligibility and qualifications to perform the Contract in accordance with Appendix to ITB-2 (EQC), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms). Non-compliance with, or failure to substantiate, any single row of the Eligibility Criteria shall render the Bid non-responsive.

1.3.6 Documents Establishing Conformity of the Goods and Services

1.3.6.1. The documentary evidence of the conformity of the goods, software and services to the Bidding Document may be in the form of literature, datasheets, drawings, test reports, and data, and shall furnish:

- **(a)** A detailed description of the essential technical and performance characteristics of the offered SOC & NOC solutions storage & backup, as applicable per Volume-II, including the functional guarantees, in response to the Technical Specifications;
- **(b)** A clause-by-clause commentary on the Purchaser's Technical Specifications (Volume-II) demonstrating the substantial responsiveness of the offered solutions, supported by OEM datasheets, test reports, Manuals etc. Bidders shall note that standards, makes and models designated by the Purchaser are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may offer alternative standards or products, provided it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Specifications.

1.3.7 Bid Prices

1.3.7.1. Unless otherwise specified in the BDS, Bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total Bid Price covers all the Supplier's obligations mentioned in, or reasonably to be inferred from, the Bidding Document in respect of design, supply, installation, integration, testing, commissioning, training and operation & maintenance of the SOC & NOC.

1.3.7.2. Bidders are required to quote for the commercial, contractual and technical obligations outlined in the Bidding Document. No deviation in this regard shall normally be accepted.

1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules shall be used for each of elements, and the total amount from each Schedule shall be summarised in a Grand Summary giving the total Bid Price(s).

1.3.7.4. In the Schedules, Bidders shall give the required details and a breakdown of their prices as called for in those Schedules.

1.3.7.5. The prices quoted by the Bidder shall be FIXED during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

1.3.7.6. **Alternative Bids:** Alternative Bids shall not be permitted. Each Bidder shall submit only one complete and conforming technical and commercial solution for the entire scope, except for optional or alternative items expressly requested by the Purchaser in the BDS or Volume-II.

1.3.7.7. **Input Tax Credit:** The Bidder shall take into account all eligible Input Tax Credit (ITC) available or expected to be available under the applicable Goods and Services Tax laws on inputs, input services and capital goods used for execution of the Contract while determining its quoted basic prices. The basic prices quoted by the Bidder shall be deemed to have been arrived at after considering and passing on the benefit of such eligible ITC to AEGCL.

1.3.7.8. GST shall be indicated separately against each item or category of supply in FORM-II / the online Price Schedule. The Bidder shall indicate the applicable HSN/SAC classification, taxable value excluding GST, GST rate, GST amount and total amount including GST.

1.3.7.9. Any additional ITC, exemption, reduction in the rate of GST or other tax benefit becoming available to the Contractor after submission of the Bid and attributable to the Contract shall be passed on to AEGCL through a corresponding reduction in price, adjustment in invoice or issuance of an appropriate credit note, as applicable under law.

1.3.7.10. No additional financial claim arising from the Bidder's or Contractor's failure, omission, ineligibility or inability to avail eligible ITC shall be entertained by the Purchaser.

1.3.8 Period of Validity of Bids

1.3.8.1. Bids shall remain valid for the period specified in the BDS after the bid-submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.3.8.2. In exceptional circumstances, prior to the expiry of the bid-validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 1.3.9, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

Currencies of Bid & Payment

The currency of the Bid shall be Indian Rupees

1.3.9 Bid Security

1.3.9.1. The Bidder shall furnish, as part of its Bid and in original form, a Bid Security (EMD) as specified in the BDS. The amount of the Bid Security shall be as specified in the BDS.

1.3.9.2. The Bid Security shall be a demand guarantee in the form of an unconditional bank guarantee from a Scheduled or Nationalized Bank or such other instrument permitted in the BDS, submitted using the 'Bid Security Form' included in Section 2 (Bidding Forms). The form must include the complete name of the Bidder. The Bid Security shall be valid for thirty (30) days beyond the original validity period of the Bid, or beyond any period of extension requested under ITB Clause 1.3.8.2.

1.3.9.3. Bids not complying with ITB Clauses 1.3.9.1 and 1.3.9.2 shall be rejected by the Purchaser as non-responsive.

1.3.9.4. The Bid Security of a Bidder lying with the Purchaser or Procuring Entity, if any, in respect of other Bids awaiting decision shall not be adjusted towards the Bid Security required under this Bidding Document.

1.3.9.5. The Bid Security originally deposited by a Bidder may be taken into consideration where Bids are re-invited, provided it remains valid and the BDS expressly permits such consideration. The Bidder shall ascertain and, where necessary, extend the validity of the previously deposited Bid Security so that it complies with this Bidding Document.

1.3.9.6. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible and, in any event, in accordance with the period stated in the BDS, after the successful Bidder has signed the Contract and furnished the Performance Security pursuant to ITB Clause 1.6.4.

1.3.9.7. The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the full Performance Security required under ITB Clause 1.6.4. The Bid Security shall not be adjusted against the Performance Security unless such adjustment is expressly permitted in the BDS.

1.3.9.8. Where the Purchaser decides to cancel or annul the procurement process, it shall return the Bid Security of all Bidders after the decision to cancel or annul the procurement process.

1.3.9.9. The Bid Security of a Bidder who withdraws its Bid before the deadline for submission of Bids, where such withdrawal is permitted under ITB Clause 1.4.4, shall be returned after the opening of Bids.

1.3.9.10. The Bid Security may be forfeited:

- **(a)** if a Bidder withdraws or modifies its Bid after the deadline for submission of Bids and during the period of bid validity, except as provided in ITB Clause 1.3.8.2; or
- **(b)** if the successful Bidder fails to: (i) sign the Contract in accordance with ITB Clause 1.6.3; or (ii) furnish a Performance Security in accordance with ITB Clause 1.6.4; or
- **(c)** if the Bidder breaches the applicable Code of Integrity or Conflict of Interest provisions; or
- **(d)** if the Bidder furnishes false or misleading information or documents in respect of the Eligibility Criteria, as provided in Appendix to ITB-2.

1.3.10 Format and Signing of Bid

1.3.10.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB Clause 1.3.3. The written confirmation of authorisation to sign on behalf of the Bidder shall consist of a notarised Power of Attorney and shall be attached to the Bid.

1.3.10.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.

1.3.10.3. A Bid submitted by a JV shall be signed so as to be legally binding on all partners.

1.3.10.4. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

1.4.0 Submission and Opening of Bids

1.4.1 On-line Submission of Bids

1.4.1.1. The Techno-Commercial Bid shall be submitted through the online e-tendering portal. In addition to online submission, the Bidder shall submit the hard copies of the documents specified in ITB Clause 1.5.4.2 by post or by hand, or drop them in the box earmarked and placed in the office of the Procuring Entity, within the due date and time for submission as mentioned in the BDS.

1.4.1.2. For the Techno-Commercial Bid, all forms and supporting documents required by ITB Clause 1.3.3.2, duly signed and stamped as per ITB Clause 1.3.10, are to be uploaded to the e-tendering portal. Documents are to be uploaded in PDF format, and each file should not exceed 5 MB in size. If a document exceeds 5 MB, it may be split to bring each file below 5 MB. Supporting documents against the Minimum Eligibility Criteria shall be serially indexed against the row number of the respective table of Appendix to ITB-2.

1.4.1.3. The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format only.

1.4.1.4. The uploaded documents comprising the Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the authorised person signing the Bid.

1.4.1.5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the authorised person signing the Bid.

1.4.1.6. **Submission/Uploading of Bid Security**:

- **(a)** The prospective bidders, who are submitting Bid Security envelope in physical form for respective tender, will upload scanned self-certified copies of requisite Bid Security documents on the website along with tender offer.
- **(b)** Any mismatch, if found in the documents submitted in physical form and that uploaded on line, the documents submitted online shall be considered final and no justification in this regard shall be entertained by the Purchaser.

1.4.2 Deadline for Submission of Bids

1.4.2.1. Bids shall be received ONLINE on or before the date and time indicated in the BDS. In addition, the hard copies specified in ITB Clause 1.5.4.2 shall be received within the due date and time mentioned in the BDS.

1.4.2.2. The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in accordance with ITB Clause 1.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.2.3. If the due date for submission or opening of Bids is not a working day for the Purchaser, the Bids shall be received and opened at the same time and hour on the next working day, unless another date and time are notified through an Addendum/Corrigendum on the e-tendering portal.

1.4.2.4. Where an Addendum/Corrigendum is issued after a Bid has been uploaded, the Bidder shall, wherever required, modify and resubmit its Bid in conformity with such Addendum/Corrigendum before the revised deadline for submission of Bids. Failure to modify or resubmit the Bid in accordance with the Addendum/Corrigendum may render the Bid non-responsive.

1.4.3 Late Bids

1.4.3.1. The e-tendering portal shall allow Bidders to submit Bids up to the date and time specified in ITB Clause 1.4.2 as per the server clock. Bidders are advised to submit their Bids well in advance of the deadline to avoid any last-minute difficulties.

1.4.3.2. AEGCL shall not be responsible for any delay or failure in submission of the Bid arising from internet failure, portal congestion, file corruption, interruption of connectivity or any error or delay in uploading the Bid. Bidders are advised to complete the uploading and submission process sufficiently before the prescribed deadline.

1.4.4 Withdrawal, Substitution and Modification of Bids

1.4.4.1. The e-tendering portal shall allow modification of Bids at any time before the deadline for bid submission. A Bidder may withdraw its Bid by sending a written notice duly signed by an authorised representative, including a copy of the authorisation in accordance with ITB Clause 1.3.10.1. Notices must be received by the Purchaser prior to the deadline prescribed for submission of Bids in accordance with ITB Clause 1.4.2.

1.4.4.2. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

1.4.5 Bid Opening

1.4.5.1. The Purchaser shall conduct the opening of Techno-Commercial Bids through the online process at the address, date and time specified in the BDS. The Bid Opening Committee shall open the Bids received online in the presence of Bidders' designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.

1.4.5.2. First, physical envelopes marked "WITHDRAWAL" shall be opened and read out, and the corresponding Bid shall not be considered / shall be rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation duly signed by an authorised representative and is read out at bid opening.

1.4.5.3. All Techno-Commercial Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) any other details the Purchaser may consider appropriate. Only Techno-Commercial Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Techno-Commercial Bids except withdrawn Bids.

1.4.5.4. The Purchaser shall prepare a record of the opening of Techno-Commercial Bids that shall include, as a minimum, the name of the Bidder, whether there is a withdrawal, and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate its contents and effect.

1.4.5.5. At the end of the evaluation of the Techno-Commercial Bids, the Purchaser will invite Bidders who have submitted substantially responsive Techno-Commercial Bids, who have passed all Mandatoy Eligibility Criteria to attend the opening of the Price Bids. The date, time and location of the opening of Price Bids will be advised in writing by the Purchaser, giving reasonable notice.

1.4.5.6. The Purchaser shall conduct the opening of Price Bids of all such qualified Bidders in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.

1.4.5.7. All Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) the Bid Prices, including any discounts; and (c) any other details the Purchaser may consider appropriate. Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

1.4.5.8. The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price and any discounts. The Bidders' representatives present shall be requested to sign the record; omission of a signature shall not invalidate the record.

1.5.0 Evaluation and Comparison of Bids

1.5.1 Confidentiality

1.5.1.1. Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or the Contract-award decision may result in the rejection of its Bid.

1.5.1.2. Notwithstanding ITB Clause 1.5.1.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing, duly signed by an authorised representative.

1.5.2 Clarification of Bids

1.5.2.1. To assist in the examination, evaluation and comparison of the Techno-Commercial and Price Bids, and the qualification of Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid or submission of any shortfall documents. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. Clarifications or shortfall documents shall be submitted through the e-tendering portal only, unless specified otherwise. No change in the substance of the Price Bid shall be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in accordance with ITB Clause 1.5.9.

1.5.2.2. If a Bidder does not provide clarifications / shortfall documents by the date and time set in the Purchaser's request, its Bid may be rejected.

1.5.3 Deviations, Reservations and Omissions

1.5.3.1. During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

1.5.4 Preliminary Examination of Technical Bids

1.5.4.1. The Purchaser shall examine the Techno-Commercial Bid to confirm that all documents and technical documentation requested in ITB Clause 1.3.3.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.

1.5.4.2. The Purchaser shall confirm that the following documents and information have been provided both as hard copies and along with the Techno-Commercial Bid on the e-tendering portal. If hard copies of any of these documents are not submitted within the specified time, the Bid may be rejected: (a) Letter of Technical Bid; (b) notarised Power of Attorney; (c) Bid Security, if not paid via online mode on the Assam e-tender portal; and (d) notarised/registered JV Agreement, if the Bidder is a JV.

1.5.4.3. The Bidder shall submit hard copies of the documents mentioned in ITB Clause 1.5.4.2 (a), (b), (c) and (d) in a separate physical envelope (Envelope-A) prior to the bid-submission deadline.

1.5.5 Responsiveness of Technical Bid

1.5.5.1. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB Clause 1.3.3.

1.5.5.2. A substantially responsive Techno-Commercial Bid is one that meets the requirements of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that: (a) if accepted, would (i) affect in any substantial way the scope, quality or performance of the SOC & NOC solutions and services specified in the Contract, or (ii) limit in any substantial way, inconsistently with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

1.5.5.3. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB Clause 1.3.6, in particular to confirm that all requirements of Volume-II (Technical Specifications) have been met without any material deviation or reservation. Non-compliance with, or failure to substantiate, any single row of the Eligibility Criteria in Appendix to ITB-2 shall render the Bid non-responsive and the Bid shall be summarily rejected without further evaluation.

1.5.5.4. If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

1.5.6 Non-material non-conformity

1.5.6.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission.

1.5.6.2. Provided that a Bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bid related to documentation requirements. Such requests shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.5.6.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, using the method indicated in Appendix to ITB-2 (EQC).

1.5.7 Detailed Evaluation of Technical Bids

1.5.7.1. The Purchaser will carry out a detailed technical evaluation of the Bids not previously rejected as substantially non-responsive, in order to determine whether the technical aspects comply with the Bidding Document set out in Appendix to ITB-2. In reaching such determination, the Purchaser will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account:

- **(a)** overall completeness and compliance with the Purchaser's Requirements and Volume-II; deviations therefrom; conformity of the offered SOC & NOC solutions with the specified functional, performance and sizing criteria (including EPS capacity, retention, integration with existing systems and OT-IT segregation requirements); and suitability of the offered solutions in relation to the environmental and site conditions at SLDC, Guwahati. A Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
- **(b)** type, quantity and long-term availability of mandatory and recommended spares, subscriptions, licences and maintenance services; and
- **(c)** other relevant factors, if any, listed in Appendix to ITB-2 (EQC).

1.5.8 Eligibility and Qualification of the Bidder

1.5.8.1. The Purchaser shall determine to its satisfaction, during the evaluation of Techno-Commercial Bids, whether the Bidder and each offered OEM meet every Eligibility Criterion and the qualifying requirements specified in Appendix to ITB-2 (EQC).

1.5.8.2. The determination shall be based upon an examination of the documentary evidence submitted by the Bidder pursuant to the relevant ITB Clauses. The Purchaser reserves the right to seek clarifications on, and independently verify, any document submitted; furnishing of false or misleading information shall result in rejection of the Bid and forfeiture of the Bid Security, apart from other actions as per the Bidding Document.

1.5.8.3. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.

1.5.9 Correction of Arithmetical Errors

1.5.9.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis: (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; (b) where there are errors between the totals of the individual Price Schedules and the amount given in the Grand Summary, the former shall prevail and the latter will be corrected accordingly; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.5.9.2. If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

1.5.10 Evaluation of Price Bids

1.5.10.1. The Purchaser shall use only the criteria and methodologies listed in this Clause and in Appendix to ITB-2. No other evaluation criteria or methodologies shall be used.

1.5.10.2. To evaluate a Price Bid, the Purchaser shall consider: (a) the Bid Price, exclusive of taxes, as quoted in the Price Schedules, covering supply, installation, integration, testing, commissioning, training and the O&M/AMC period; (b) price adjustment for correction of arithmetical errors in accordance with ITB Clause 1.5.9.1

1.5.11 Evaluation

1.5.11.1. The Bids shall be evaluated under the Least-Cost-Selection (LCS) method. The bidder must qualify the minimum eligibility criteria defined in Appendix to ITB-2, and only Bidders securing qualifying minimum eligibility criteria defined in Appendix to ITB-2 shall be considered for financial evaluation.

1.5.11.2. In case of a tie between two or more Bidders in the Price Bid for the complete tendered package, or for a particular item where item-wise evaluation is expressly specified in the BDS, the Bidder having the highest average annual turnover among all tied L-1 Bidders shall be declared the most preferred Bidder. Average annual turnover shall be determined from the audited financial information submitted under the Evaluation and Qualification Criteria. Where the turnover is also equal, the Purchaser may apply a further transparent tie-breaking method stated in the BDS or permitted under applicable procurement rules.

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

a. Absolute Approach is to be considered when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is Abnormally low.
b. Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. In this approach, first the Average bid price is determined and then by deducting the standard deviation from the Average bid price, potentially ALB may be determined.

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

a. To identify ALB as per the steps mentioned in SI no. 1.5.11.3.(a) and 1.5.11.3.(b) Whichever is applicable.
b. To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.
c. To decide whether to accept or reject the bid.
d. On acceptance of the bid, whether Additional Performance Security is to imposed on the bidder supplemented by adequate justification.

1.5.11.5. In case of acceptance of ALB with Additional Performance Security:

a. If any abnormally low bid is accepted under point 1.5.11.4.(c) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.
b. The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.
c. Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

1.5.12 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

1.5.12.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and, specifically, Bid Securities shall be promptly returned to the Bidders.

1.6.0 Award of Contract

1.6.1 Award Criteria

1.6.1.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the best-evaluated Bid (the lowest evaluated Bid Price, L-1, under the Least-Cost-Selection methodology in ITB Clause 1.5.11) and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

1.6.2 Notification of Award

1.6.2.1. Prior to the expiry of the period of bid validity, the Purchaser shall notify the successful Bidder in writing that its Bid has been accepted. The notification letter (hereinafter, and in the Conditions of Contract and Contract Forms, called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution and completion of the Works and Services (hereinafter called "the Contract Price").

1.6.2.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.6.2.3. The Purchaser or Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award under ITB Clause 1.6.2.1, requests in writing the grounds on which its Bid was not selected. The response shall be limited to the grounds relating to that Bid and shall not disclose confidential, proprietary or commercially sensitive information of any other Bidder.

1.6.3 Signing of Contract

1.6.3.1. Within fifteen (15) days of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.

1.6.3.2. The Contract signing shall take place at the premises of the Purchaser.

1.6.4 Performance Security

1.6.4.1. (a) The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the Project Cost (Supply, Installation & Commissioning), with a validity up to ninety (90) days beyond the date of System Acceptance / Taking-Over Certificate of complete System.

- **(b)** The Contractor shall also, within twenty-eight (28) days of commencement of System Operation & Maintenance, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the AMC Contract Price, with a validity up to ninety (90) days beyond the five (5) years AMC Period.

1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In that event, the Purchaser may award the Contract to the next best-evaluated Bidder whose offer is substantially responsive and who is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Appendix to ITB-1 — BID DATA SHEET (BDS)

Bid Data Sheet (BDS)

The following specific data for the SOC & NOC procurement shall complement, supplement or amend the provisions of Section 1 (Instructions to Bidders). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Reference / Subject	Data
ITB 1.1.1.1 – NIT / Bid Identification	The number of the NIT is: AEGCL/CGM/SLDC/T-161/Pt-23/26-27; Dated: 12-08-2026. The Purchaser is: Assam Electricity Grid Corporation Limited. The name of the Bid is: “Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, Guwahati of AEGCL”. Bid Identification Number: AEGCL/CGM/SLDC/T-161/Pt-23/26-27
ITB 1.1.1.2 – Period of Completion	Implementation Period -10 months. Operation & Maintenance / AMC: 5 years from date of Operational acceptance/taking over certificate
ITB 1.1.2.4 – Joint Venture / Consortium	JV / Consortium is permitted
ITB 1.1.2.6 – Make in India	Public Procurement (Preference to Make in India) Order, 2017, as amended.
ITB 1.2.2.1 – Purchaser's address for clarification	Office of the Chief General Manager, SLDC, AEGCL, ASEB Colony, Kahilipara, Guwahati-781019
ITB 1.2.2.4 – pre-bid meeting	Pre-bid Query Submission Last Date: 21-08-2026, Time: 15:00 hrs A pre-bid meeting shall be held on Date: 27-08-2026, Time: 11:30 am, at O/o CGM, SLDC, AEGCL, Kahilipara. Prospective Bidders are encouraged to submit written queries in advance in the format at Appendix to ITB-1(A) — "Format for Pre-Bid Queries" — to facilitate discussion at the meeting
ITB 1.3.3.2(l) – Additional Technical-Bid documents	1. Clause-by-clause compliance statement to Volume-II with OEM datasheets. 2. Unpriced BoM confirming offered make/model/part numbers and quantities. 3. Notarised Manufacturer's Authorisation Forms (MAF) of all offered OEMs. 4. Solution architecture document and sizing calculations (EPS, storage, retention) as per Cybersecurity Compliance.
ITB 1.3.7 – Basis of quotation	Bidders shall quote for the entire scope on 'single responsibility' basis, covering supply, installation, integration, testing, commissioning, training and O&M/AMC.
ITB 1.3.7.5 – Prices	The prices quoted by the Bidder shall be FIXED for the entire period of the Contract.
ITB 1.3.7.7 to 1.3.7.10 – GST and Input Tax Credit	The quoted basic prices shall be exclusive of GST and shall be deemed to include the benefit of all eligible Input Tax Credit available to the Bidder. GST, HSN/SAC classification, taxable value, applicable GST rate and GST amount shall be indicated separately in FORM-II / the online Price Schedule. Any additional ITC, GST exemption, reduction in GST rate or other tax benefit attributable to the Contract shall be passed on to AEGCL through price reduction, invoice adjustment or credit note, as applicable.
ITB 1.3.8.1 – Bid validity	The bid validity period shall be 180 (one hundred eighty) days.
ITB 1.3.9.1 – Bid Security (EMD)	The Bidder shall furnish a Bid Security amounting to Rs. 50,00,000/-. Tender Fee: Rs. 10,000/-
ITB 1.3.9.5 – Previously deposited Bid Security in case of re-bidding	The Bid Security originally deposited by a Bidder shall be considered, provided it remains valid for the period required under ITB Clause 1.3.9.2 or is duly extended by the Bidder.
ITB 1.3.10.1 – Authorisation	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of a notarised Power of Attorney.
ITB 1.4.2.1 – Bid submission	E-tenders shall be accepted through the online portal https://assamtenders.gov.in only. Hard copies (Envelope-A) to: O/o The Chief General Manager.State Load Despatch Centre.Assam Electricity Grid Corporation Ltd.ASEB Colony, Power HouseKahilipara, Guwahati-781019. Bid Submission Start Date: 02/09/2026 , Time: 11:30 hrs Bid Submission End Date: 09/09/2026 , Time: 15:00 hrs.

ITB Reference / Subject	Data
ITB 1.4.5.1 – Opening of Technical Bids	The opening of Techno-Commercial Bids shall take place at: O/o The Chief General Manager.State Load Despatch Centre.Assam Electricity Grid Corporation Ltd.ASEB Colony, Power HouseKahilipara, Guwahati-781019. Date: 10-09-2026; Time: 12:00 hrs.
ITB 1.6.4.1 – Performance Security	The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the Project Cost (Supply, Installation & Commissioning), with a validity up to ninety (90) days beyond the date of System Acceptance / Taking-Over Certificate. The Contractor shall also, within twenty-eight (28) days of commencement of System Operation & Maintenance, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the AMC Contract Price, with a validity up to ninety (90) days beyond the five (5) years AMC Period.

APPENDIX TO ITB-1(A)

FORMAT FOR PRE-BID QUERIES

Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, AEGCL

Prospective Bidders are requested to submit their pre-bid queries/clarifications strictly in the format prescribed below. Queries not submitted in this format, or received after the due date and time, or through any channel other than that specified in ITB Clause 1.2.2.1, shall not be entertained.

NIT Reference No.	
Name & complete official address of the organization submitting the query	
Email ID	

Sl. No.	Volume / Section	Clause No.	Page No.	Change Requested / Clarification Required	Justification

Note: Bidders may add additional rows/sheets if required. Each query must clearly reference the specific Volume, Section, Clause and Page Number of the Bidding Document to which it relates.

Appendix to ITB-2 — EVALUATION AND QUALIFICATION CRITERIA (EQC)

Evaluation and Qualification Criteria (EQC)

Alternative Bids: Not allowed.

This Appendix contains the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. In accordance with ITB Clauses 1.5.7, 1.5.8 and 1.5.11, no other methods, criteria or factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

1. Eligibility Criteria (Pass/Fail)

a. A Bid shall be considered responsive only if the Bidder complies with all rows of both tables. Non-compliance with, or failure to substantiate, any single row shall render the Bid non-responsive, and such Bid shall be summarily rejected without further evaluation.

b. All supporting documents shall be submitted in Envelope-B (Techno-Commercial Bid), serially indexed against the row number of the respective table. Documents in languages other than English shall be accompanied by certified English translations.

c. “Similar work area” means successful execution of projects/awards for Central or State Government Organisations / PSUs / Defence / Public listed companies / Oil & Gas / Railways, in the area of end-to-end delivery and deployment of Network Operation Centre / Security Operation Centre / IT Security Solution / OT Security Solution / Data Centre Solution / Control Centre Solution, inter-alia including Site-Survey, Supply, Installation, Testing, Commissioning, Integration and operation of all solutions listed below.

d. The OEM criteria in Table 2 shall be complied with independently by each OEM whose product is offered in the Bid, in respect of its own offered product.

Table 1 – Eligibility Criteria for the Bidder

Sl. No.	Eligibility Criterion (Minimum Requirement)	Documents to be Submitted (Envelope-B)	Bidder Criteria
A. Solution Delivery Experience of the Bidder (within India, in the last five (5) years, in PSUs / Defence / Govt. organisations / Govt. public listed companies / Oil & Gas / Power utilities / Railways / Govt. Banking & Finance)			
A-0	The Bidder shall be a company registered under the Companies Act, 1956/2013, **or** a Partnership Firm registered under the LLP Act, 2008, **or** a Government Organization/PSU, and shall have been in existence for a minimum period of five (5) years as on the original Bid opening date. Where the Bidder is a JV/Consortium, this criterion shall apply to the Lead Partner and each JV/Consortium partner individually.	Certificate of Incorporation / Registration Certificate.	Lead Partner and each partner individually
A-1	The Bidder shall have successfully completed all of the following, either in a single project or as separate projects- a. At least one (1) project for supply, installation and commissioning of a NG-SIEM Solution. b. At least one (1) project for a SOAR/UEBA/DAM Database Activity Monitoring (DAM) Solution. c. At least one (1) project for an NBAD or IDS Solution.	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of completion / Go-Live certificate.	Lead bidder
A-2	The Bidder shall have successfully completed all of the following, either in a single project or as separate projects- a. At least one (1) project for a Network Management System (NMS)/ITSM Solution. b. At least one (1) project for an HCI Cluster Solution.	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of completion / Go-Live certificate.	Lead Partner individually or collectively across the JV partners
A-3	The Bidder shall hold at least three (3) valid certifications out of: a. ISO 9001:2015, b. ISO 27001 latest revision. c. CMMi Level-3 or above, d. SOC 2-Type 2	Valid certificate copy/copies.	Lead Partner individually or collectively across the JV partners

Sl. No.	Eligibility Criterion (Minimum Requirement)	Documents to be Submitted (Envelope-B)	Bidder Criteria
A-4	The Bidder shall have experience of operation of a Security Operation Centre and/or Network Operation with a similar solution, for a continuous period of minimum Two (2) year.	i) Letter of Award / Purchase Order / Managed-Service Agreement with the Owner; and ii) BoQ / ordered quantity / specification of products supplied, confirming the size of the project.	Lead Partner
B. Contract-value threshold applied across the qualifying experience portfolio			
B-1	**Minimum Value of Qualifying Project Experience:** From among the **distinct qualifying project references submitted for compliance with A-1, A-2 and A-4 of Table 1**, the Bidder shall satisfy **any one** of the following: **(a)** at least three (3) projects, each having a qualifying project value of not less than **40% of the Estimated Project Cost**; **OR** **(b)** at least two (2) projects, each having a qualifying project value of not less than **50% of the Estimated Project Cost**; **OR** **(c)** at least one (1) project having a qualifying project value of not less than **80% of the Estimated Project Cost**.	**(i)** Letter of Award / Purchase Order / Contract Agreement indicating the contract/project value; **and** **(ii)** Completion Certificate / Go-Live Certificate / Operational Acceptance Certificate / Satisfactory Performance Certificate, as applicable, establishing successful execution/status of the project;	Lead Partner individually or collectively across the JV partners

Table 2 – Eligibility Criteria for the OEM(s) of the Offered Solutions

Sl. No.	Eligibility Criterion for OEM (Minimum Requirement)	Documents to be Submitted (Envelope-B)
• **Reference deployments of the offered product (within India, in the last five (5) years, in PSUs / Defence / Govt. organisations / Govt. public listed companies / Oil & Gas / Power utilities / Railways / Govt. Banking & Finance)** • **The proposed solutions (O1- O7) shall be operational in at least three (3) organization for least two (2) years, unless explicitly stated below-**		
O-1	The NG-SIEM Solution of minimum 6,000 EPS capacity or more.	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-2	The SOAR/UEBA/DAM Solution	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-3	The NBAD / IDS Solution	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-4	The NMS /ITSM Solution	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-5	The Data-Diode **shall be operational in at least three (3) organization for least one (1) year.**	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-6	The Firewall Solution (IT and OT Both)	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
O-7	The Storage & Backup Solution (with SAN Switches)	i) Letter of Award / Purchase Order from the Owner; and ii) Certificate of successful working / satisfactory performance from the end user.
General conditions applicable to every OEM whose product is offered		
O-8	Each OEM shall authorise the Bidder for this tender and shall confirm back-to-back support (including spares, Patch and Firmware updates, upgrades and technical support) for the entire Contract and AMC period post Go-Live.	Notarized Manufacturer's Authorisation Form (MAF) on OEM letterhead, as per the format – Bidding Forms.
O-9	No OEM whose product is offered shall be banned / blacklisted / debarred by any Central or State Government, PSU or Govt. agency in India as on the date of bid submission.	Self-declaration / undertaking on OEM letterhead.

5. Wherever a criterion in Table 1 or Table 2 requires project experience, the project shall have been completed / shall be working within India during the last five (5) financial years reckoned from the date of bid opening, in the eligible sectors stated in the respective table band.

6. A single project reference may be used to satisfy more than one row, provided the documentary evidence for that project independently establishes compliance with each such row.
7. Where any project submitted under A-1, A-2 or A-4 is also relied upon for B-1, the Bidder shall additionally furnish documentary evidence establishing the qualifying project value in accordance with B-1
8. For the purpose of the minimum project-value criterion under Table 1, B-1, each distinct Letter of Award / Purchase Order / Contract shall constitute only one project and shall be counted only once, irrespective of the number of eligibility rows against which the same project is relied upon.
9. For the purpose of Table 1, B-1, "Qualifying Project Value" shall mean the value of the successfully executed work that complies with the requirement stated in A-1, A-2 and A-4 and supported by documentary evidence acceptable to the Purchaser. Where a contract comprises both qualifying and non-qualifying/unrelated scope, only the value attributable to the qualifying similar-work scope shall be considered, unless the complete contract itself that complies with the requirement stated in A-1, A-2 and A-4.
10. For an ongoing O&M / Managed-Service assignment relied upon under A-4, only the value of services satisfactorily executed up to the date of bid opening shall be considered for B-1. Such executed value shall be supported by a certificate issued by the Owner/Client. The unexecuted balance contract value shall not be considered.
11. The Purchaser reserves the right to seek clarifications on, and independently verify, any document submitted; furnishing of false or misleading information shall result in rejection of the Bid and forfeiture of the Bid Security, apart from other actions as per the Bidding Document.
12. This eligibility gate operates in addition to, and not in substitution of, the financial and other qualification requirements specified elsewhere in Volume-I.

2. Financial Qualification

a) The Purchaser will take account of the following financial criteria to verify the qualifications of the bidder. The audited standalone financial statements of accounts for the last five (5) years (i.e., 2020-21,2021-22,2022-23,2023-24,2024-25) submitted by bidder shall be evaluated. These criteria shall be evaluated on a pass–fail basis only.

b) The bidder's balance sheet statement for last year of the audited accounts should show that it has positive NET WORTH i.e. total assets less outside liabilities shall be positive.

c) The Bidder's income sheet should show Minimum Average Annual Turnover (MAAT) of Rs. 90 Crores for the best three years in last 5 years

d) Bidder shall have minimum Working Capital or / and evidence of access to or availability of fund-based bank line of credit facilities as under:

Working Capital + fund based unutilized bank line of credit

= 60% of (Estimated cost/completion time in years till Go-Live) = Rs. 15 Crore

The documents submitted by the bidder including the standalone audited financial accounts, must demonstrate that the bidder has adequate working capital available to undertake this contract. If the bidder's working capital is inadequate, the bidder should supplement the same with a reputable bank's letter confirming the availability of a line of credit such that bidder's available working capital plus line of credit put together are adequate to undertake the contract for the package for which the bidder submits his offer which will be equal to at least Rs. 15 Crore. Supplementing working capital by any other mode will not be accepted. The tenderer will have to furnish his "Banks Certificate" in this regard along with other in prescribed Schedule enclosed.

5. **Application of Financial Qualification Criteria to JV / Consortium Bidders**

Where the Bidder is a JV or Consortium, the financial qualification criteria in Points 1–4 above shall apply as follows:

- **(a) Net Worth:** Each JV partner shall individually demonstrate a positive Net Worth as per the last available audited standalone balance sheet. A negative Net Worth by any single partner shall render the JV financially non-responsive.
- **(b) Minimum Average Annual Turnover (MAAT):** The MAAT of Rs. 90 Crores shall be met on a combined basis, calculated as the sum of the best three-year average annual turnovers of all JV partners computed individually from their respective audited standalone accounts. Additionally, the

Lead Partner shall individually demonstrate an MAAT of at least Rs. 54 Crores (60% of the threshold), and each other partner shall individually demonstrate an MAAT of at least Rs. 22.5 Crores (25% of the threshold).

- **(c) Working Capital:** The Working Capital requirement shall be assessed on a combined basis across all JV partners. The Lead Partner shall contribute at least 60% of the required Working Capital amount. Each partner shall submit the requisite Bank Certificate separately.
- **(d) Financial Statements:** Each JV partner shall separately submit its audited standalone financial statements for the last five (5) financial years. Consolidated group accounts shall not be substituted for standalone accounts. The evaluation shall be based on the standalone accounts of each partner individually.

Note: In addition to the financial qualification requirements specified below, the Bidder shall satisfy the minimum qualifying project-value experience requirement specified in Table 1, B-1 above. Compliance with B-1 shall be evaluated on a Pass/Fail basis.

SECTION 2 — BIDDING FORMS (BDF)

FORM-I – Format for Bid Security Bank Guarantee
FORM-II – Format for Price Schedule
FORM-III – Format for Submission of Financial Details
FORM-IV – Format for Bank Certificate
FORM-V – Details of Past Experience
FORM-VI – Format for Commercial Deviations
FORM-VII – Format for Technical Deviations
FORM-VIII – Format for Litigation History
FORM-IX – Format for Commercial Questionnaire
FORM-X – Format for Guaranteed Technical Particulars
FORM-XI – Format for Technical Questionnaire
FORM-XII – Format for Details of Bid & Contract Drawings Submitted with Bid
FORM-XIII – Quality Assurance Programme and Programme Chart
FORM-XIV – Certification by the Bidder (Land-Border Restrictions)
FORM-XV – Local Content:
FORM-XV(A) – Undertaking for Local Content
FORM-XV(B) – Certificate for Local Content
FORM-XVI – Undertaking for Equipment/Material Manufactured in India
FORM-XVII – Undertaking for Imported Parts/Equipment/Material
FORM-XVIII – Check List
FORM-XIX – Undertaking on Non-Judicial Stamp Paper
FORM-XX – Letter of Bid
FORM-XXI – Bidder Information Form
FORM-XXII – Manufacturer's Letter of Authorization
FORM-XXIII – Power of Attorney for Signing of Bid

FORM-I: FORMAT FOR BID SECURITY BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper as per prevailing rules)

Bank's Name and complete address with PIN code of Issuing Branch or Office: …… FAX No.: ……………………… e-mail: ……………………………… Beneficiary: CGM (SLDC), AEGCL Email: cgm.sldc@aegcl.co.in

Bank Guarantee No.: ………………………………………………………………
Date: ………………………………………………………………………………

We have been informed that . . . . . [name of the Bidder] . . . . . (hereinafter called "the Bidder") is participating in bidding process through its offer dated. (hereinafter called "the offer") for the execution of . . . . [name of contract] . . . . under Tender Specification No. –

Furthermore, we understand that, according to your conditions, offers must be supported by a Bid Security. Therefore, at the request of the Bidder for bid security, we . . . . . [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] . . . . (. . . . . . .[amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation (s) under the bid conditions, because the Bidder:

- **(a)** has withdrawn its offer during the period of validity specified by the Bidder in his offer; or
- **(b)** does not accept the correction of errors in accordance with the Instructions to Bidders; or
- **(c)** having been notified of the acceptance of its offer by the AEGCL during the period of validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Bank Guarantee for Contract Performance, in accordance with the Tender Specification.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Bank Guarantee for Contract Performance issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the validity of Bidder's offer.

This guarantee will remain valid (in force) upto [dd/mm/yyyy] or in case of subsequent validity extension upto such extended validity period.

In the event of any claim under this guarantee, payment shall be immediately effected to beneficiary Bank through RTGS in the following account:

SLDC ACCOUNT NO.: 10821405160

IFS CODE: SBIN0003030

BRANCH: STATE BANK OF INDIA, DISPUR BRANCH

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. The courts of Guwahati shall have exclusive jurisdiction in all matters of disputes in respect of above Bank Guarantee.

. . . . [Bank's seal and authorized signature(s)] . . . .

FORM-II: FORMAT FOR PRICE SCHEDULE

(This Form should be submitted on-line.)

The quantities and items indicated in the Price Schedule represent the minimum envisaged requirement. The Bidder shall include all additional hardware, software, licences, interfaces, connectors, accessories and services necessary for successful implementation and operation of the complete SOC and NOC solution without additional cost to AEGCL.

SL	Description	HSN/SAC Code	Unit	Qty	Basic Unit Rate (Excluding GST)	Total Taxable Value (Excluding GST)	GST Rate (%)	GST Amount	Total Amount (Including GST)
A	**Indigenous SOC**								
A.1	Next Generation Security Information and Event Management (NG SIEM)		Lot	1					
A.2	Security Orchestration, Automation and Response (SOAR)		Lot	1					
A.3	User and Entity Behaviour Analytics (UEBA)		Lot	1					
A.4	Network Behaviour Anomaly Detection (NBAD)		Lot	1					
A.5	Database Activity Monitoring (DAM)		Lot	1					
A.6	2x2 55 inch Video Wall with CPU		No	1					
A.7	24x7 Workstation		Nos.	4					
A.8	Log Collectors in HA (in active-passive mode of operation)		Pair	6					
A.9	Necessary Server & Storage infrastructure / Hyper Converged Infrastructure for complete SOC solution (working in HA mode at DC with minimum N-1 redundancy) along with necessary Licensing for Hypervisor Kernel and Server OS platforms		Lot	1					
A.10	Firewall on HA (in active-passive mode of operation) with 5 year support & subscription		Pair	1					
A.11	Server Rack		Nos.	2					
A.12	Switches & Router		Lot	1					
A.13	Cable & accessories		Lot	1					
A.14	Installation, configuration and training		LS	LS					
B	**Comprehensive AMC along with L1& L2 Resources for Indigenous SOC**								
B.1	Comprehensive Operation and Maintenance cost for SOC		Months	60					
B.2	Deputation of outsourced technical experts for operating the SOC 24 x 7 (1 nos of Level 1 and 1 nos of Level 2 resources round the clock)		Months	60					
C	**Indigenous NOC**								
C.1	Network Management System (NMS)		Lot (S/W)	1					

SL	Description	HSN/SAC Code	Unit	Qty	Basic Unit Rate (Excluding GST)	Total Taxable Value (Excluding GST)	GST Rate (%)	GST Amount	Total Amount (Including GST)
C.2	ITSM Tool		Lot (S/W)	1					
C.3	Data Diode to restrict traffic from IT to OT system		Nos. (H/W)	1					
C.4	A.) Necessary Server & Storage infrastructure / Hyper Converged Infrastructure for complete NOC solution (working in HA mode at DC with minimum N-1 redundancy)		Lot (H/W)	1					
	B.) Licensing for Hypervisor Kernel and Server OS platforms with virtualization software		Lot (S/W)						
C.5	24x7 Workstation		Nos.(H/W)	2					
C.6	Server rack		Nos.(H/W)	2					
C.7	Cable and accessories		Lot	1					
C.8	Installation, configuration and training		LS	LS					
D	**Indigenous NOC Operational Cost**								
D.1	Comprehensive Operation and Maintenance cost for NOC		Months	60					
D.2	01(one) No. of L1 Manpower support for NOC operations		Months	60					
Grand Total Taxable Value (Excluding GST)									
Total GST									
Grand Total Amount (Including GST)									

Notes for quoting:

a. The Basic Unit Rate and Total Taxable Value shall be quoted exclusive of GST and after considering all eligible Input Tax Credit available to the Bidder.
b. GST shall be indicated separately at the applicable rate against each line item. The Bidder shall indicate the correct HSN/SAC classification.
c. The Total Amount Including GST shall equal the Total Taxable Value plus the applicable GST Amount.
d. For bid evaluation, the Bid Price exclusive of taxes shall be considered in accordance with ITB Clause 1.5.10.2.
e. The Bidder confirms that the benefit of eligible ITC has been passed on to AEGCL through the quoted basic prices.

Name of Bidder: M/s ………………………………………………………………………

Seal of bidder Tender Specification No: XXXXXX

FORM-III: FORMAT FOR SUBMISSION OF FINANCIAL DETAILS

(ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT FIRM)

CA Certificate

TO WHOM SO EVER IT MAY CONCERN

This is to certify in respect to “M/s”---------------------------- PAN:------------------------- GSTIN:---------------------------- having its registered / Head office at as follows:

a) The Net worth calculated as defined in the tender as per last audited Financial Year balance sheet of the Firm is positive.

b) Average Annual Turnover of the individual/ firm/ company of the best three years out of last five Financial Year is Rs . The year wise Turnover is as under:

Sl. No.	Financial Year	Turnover
	2024-25	
	2023-24	
	2022-23	
	2021-22	
	2020-21	

c) Liquid assets of the individual/ firm/ company calculated for the last Financial Year is ₹ .

d) As on the available FUND BASED unutilized line of credit of the Firm is ₹ . (The status should not be more than 28 days before the original bid opening date)

e) The total of Liquid Assets including available FUND BASED line of credit is ₹ . (Total of (d) and (e))

f) The certification has been done on the basis of the Audited Standalone Financial Statements of M/s. __________.

OR *(For an individual/firm/company for whom audit is not applicable – strike out if not applicable):*

This is to certify that M/s. __________ has opted for presumptive taxation under the relevant provisions of the **Income-tax Act, 2025**, and/or its turnover is below the prescribed threshold limit, and audit is not mandatory as the individual/firm/company does not meet the applicable requirements for compulsory audit under the Income-tax Act, 2025. Accordingly, the certification has been issued on the basis of the information, documents, and Income-tax Returns made available to us

g) This certificate is being issued for participation in the tender and I am aware that the tender issuing authority is relying on this certificate as a valid proof of the responsiveness regarding the financial capability of the individual/ firm/ company.

For, Chartered Accountant Firm, FRN No. CA. Mob. No. UDIN No. Date: Place:

Important Note: *It is mandatory that this certificate issued by the Chartered Accountant (CA) must have an “Unique Document Identification Number (UDIN)” without mentioning UDIN on the certificate, this certificate shall be treated as invalid.*

FORM-IV: FORMAT FOR BANK CERTIFICATE

(Bank Certificate should be issued showing position of Fund based unutilized bank line of credit not before 30 days from the date of original bid opening date.)

Date :

This is to certify that M/s ---------------------------------------having its registered office at (full address)------------ ---------------------- and Branch office at (full address) --------------------------------------who have submitted their Bid to State Load Dispatch Centre, AEGCL against their tender specification vide reference number Tender No. ---is our customer for the past years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following FUND BASED limits with us against which the extent of utilization as on date is also indicated below :-

SNo.	Type of facility	Sanctioned limit as on date	Utilization as on date
1	Cash credit		
2	Overdraft		
3	Working Capital Loan		
	Total :		

This is to certify that such loans, which has been sanctioned for the purpose other than working capital, has not been considered above.

This letter is issued at the request of M/s---

Name of Bank

Name of Authorized Signatory

Designation

Phone/Mob. No.

Address:

Seal of the Bank

FORM-V: DETAILS OF QUALIFYING PAST EXPERIENCE AND PROJECT VALUE

The bidder shall create a table with the following table headers-

1. Sl. No.
2. EQC reference(s) satisfied
3. Project / Assignment Name
4. Client / Owner
5. Sector
6. LoA / PO / Contract No. & Date
7. Brief Qualifying Scope
8. Contract Value
9. Qualifying Similar-Work Value
10. Completion / Go-Live / Status Date
11. % of Estimated Project Cost
12. Relied upon for B-1?
13. Supporting Document Page Ref.

Date:
Place:

(SIGNATURE OF BIDDER)
NAME
DESIGNATION

Note: Submission of information in above format is a mandatory requirement. In support of above, bidders are required to submit proof in the form of orders along with work completion certificate.

FORM-VI: FORMAT FOR COMMERCIAL DEVIATIONS

We/I have carefully gone through the Commercial requirements of specification and the General Conditions of Contract and We/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of specification and General Conditions of Contract except for the deviations, which are given below :-

Sr. No.	Description & Clause No. of the specification & page No.	Stipulation in specification	Deviation Offered	Remarks regarding justification of the deviation.
1	2	3	4	5

Except for aforesaid deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variation/deviation etc. if found elsewhere in our offer should not be given any consideration while finalizing the tender.

Date :

Place :

SIGNATURE WITH SEAL OF BIDDER

FORM-VII: FORMAT FOR TECHNICAL DEVIATIONS

We/I have carefully gone through the Technical Specification and the General Conditions of Contract and we/I have satisfied ourselves/ myself and hereby confirm that our/my offer strictly conforms to the requirements of technical specification except for the deviations, which are given below:-

S. No.	Description & Clause No. of the specification & page No.	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation
1	2	3	4	5

Except for aforesaid deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variation/deviation etc. if found elsewhere in our offer should not be given any consideration while finalizing the tender.

DATE

PLACE

SIGNATURE WITH SEAL OF BIDDER

FORM-VIII: FORMAT FOR LITIGATION HISTORY

Pending Litigation

- No pending litigation . [Tick if applicable]
- Pending litigation indicated below: [Tick if applicable]

Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (INR)
[insert year]	[insert amount]	[insert percentage]	- Contract Identification: [indicate complete Contract name, number, and any other identification] - Name of Employer: [insert full name] - Address of Employer: [insert street/city/country] - Matter in dispute: [indicate main issues in dispute] - Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt by the Judiciary]	[insert amount]

Litigation History

- No court/arbitral award decisions against the Bidder in last five years counted upto the date of opening of Bid. [Tick if applicable]
- Court/arbitral award decisions against the Bidder in last five years counted upto the date of opening of Bid.are indicated below: [Tick if applicable]

Year of Award	Contract Identification	Total Contract Amount (INR)
[insert year]	- Contract Identification: [indicate complete Contract name, number, and any other identification] - Name of Employer: [insert full name] - Address of Employer: [insert street/city/country] - Matter in dispute: [indicate main issues in dispute] - Party who initiated the dispute: [indicate "Employer" or "Contractor"] - Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	

FORM-IX: FORMAT FOR COMMERCIAL QUESTIONNAIRE

(The bidder may please note that submission of this questionnaire duly and properly filled in is essential.)

Sl. No.	Particulars with Corrected References	Bidder's Reply
1	Name, Complete Postal Address, Phone No., e-mail address and GSTIN of Bidder/Manufacturer(s)/OEM(s). (ITB 1.3.7.5-related eligibility particulars, Section 1)	
2	Please confirm that Hardware, Software (including OEM/enterprise-class licences for a minimum of six years covering implementation and the AMC period, per Volume-II, Part B, Section C.3.9) and all Accessories mentioned in the BoQ — including items not individually listed but necessary to achieve the functionality specified in Volume-II, Part B — are to be supplied on a Firm, turnkey basis at no additional cost to AEGCL. (ITB 1.3.7.5, Section 1; Volume-II, Part A, Sections 1.3(11) & 1.4; Part B, Section C.3.9)	
3	i) Please indicate the applicable HSN/SAC classification, taxable value excluding GST, GST rate and GST amount separately for the Goods and Services offered. ii) Please confirm that the quoted basic prices have been determined after considering all eligible Input Tax Credit available on inputs, input services and capital goods. iii) Please confirm that the benefit of eligible ITC has been passed on to AEGCL through the quoted basic prices. iv) Please confirm that any additional ITC, GST exemption, reduction in GST rate or other tax benefit becoming available during execution of the Contract shall be passed on to AEGCL through price reduction, invoice adjustment or credit note, as applicable. v) Please confirm that valid GST-compliant tax invoices and all statutory documents required to enable AEGCL to avail eligible ITC shall be furnished. vi) Please confirm whether GST is applicable on freight and indicate the applicable rate, where relevant. (ITB Clauses 1.3.7.7 to 1.3.7.10, FORM-II, GC Clauses 13 and 14, and PC against GC 14.1 — Volume-II does not address GST/HSN; unchanged)	
4	Please confirm that the offered prices are on a Firm basis as per ITB Clause 1.3.7.5, and that this firmness shall also apply, at the same rates, terms and conditions, to the AMC extension of up to two (2) years exercisable by the Employer under Volume-II, Part A, Sections 1.3 & 4.1. (ITB 1.3.7.5 / BDS, Section 1; Volume-II, Part A, Sections 1.3 & 4.1)	
5	Please state whether the Bidder is participating as Manufacturer, Supplier, System Integrator or Lead Partner, as applicable, and confirm that the Bidder/Contractor shall remain the single point of responsibility for compatibility, integration and end-to-end performance of the complete SOC & NOC solution — including products supplied by OEMs and subcontractors — as required under Volume-II, Part A, Section 1.4. (ITB 1.1.2, Section 1; Volume-II, Part A, Section 1.4)	
6	Please confirm that prices are quoted FOR Destination only, freight paid, duly insured, and delivered at the project site — SLDC, AEGCL, Kahilipara, Guwahati – 781019, as identified in Volume-II, Part A, Section 1.2. (GC Clauses 20.2, 20.3 and 21.1, Section 4; Volume-II, Part A, Section 1.2)	
7	Please confirm that your offer shall remain valid for 180 days from the Bid-submission deadline. (ITB Clause 1.3.8.1, Section 1)	
8	Please confirm that Bid Security (EMD) is submitted online or as a Bank Guarantee as per BDS. (ITB Clauses 1.3.9.1, 1.3.9.2 and 1.4.1.6, and the BDS, Section 1)	
9	Please confirm acceptance of Payment Terms as per Clause 13.1, and that each quarterly AMC invoice shall be supported by the certified availability, preventive-maintenance,	

Sl. No.	Particulars with Corrected References	Bidder's Reply
	patch/vulnerability, incident/SLA, manpower, spares and OEM-support-validity reports specified in Volume-II, Part A, Section 4.16. (Clause 13.1, Section 4 (GCC); Volume-II, Part A, Section 4.16)	
10	Please confirm acceptance of the Penalty Clause (Liquidated Damages) for implementation delay, AND separately confirm unconditional acceptance of the AMC-period availability-deduction regime — quarterly availability ≥ 99.90%, deduction of 2% of the quarterly AMC charge for every 0.5% (or part) shortfall, capped at 100% of the quarterly charge (Volume-II, Part A, Sections 4.14–4.15) — and the security-event notification SLA deductions (Section 4.13), both of which operate independently of the LD clause. (Clause 23, Section 4 (GCC); Volume-II, Part A, Sections 4.13–4.15)	
11	Please confirm that the firm will make good any transit loss/damage immediately and prefer claims with the Insurance Co. separately. (Clause 20.2 & 20.3, Section 4 (GCC))	
12(a)	Please confirm that complete details of the qualifying projects relied upon against Appendix to ITB-2, Table 1 — including Project/Contract Name, Owner, LoA/PO/Contract No. and date, qualifying scope, contract/project value, completion/Go-Live/status and supporting documentary evidence — have been furnished in FORM-V. (Appendix to ITB-2, Table 1, Section 1)	
12(b)	Please confirm that the Bidder satisfies the minimum project-value experience requirement under EQC Table 1, B-1, and indicate the applicable alternative and the FORM-V project serial numbers relied upon. (Percentage thresholds are governed by the final Volume-I EQC and are not affected by Volume-II — to be verified against the final EQC before issue.) (Appendix to ITB-2, Table 1, Section 1)	
13	Whether supporting documents as proof of placement of the above orders are enclosed? (ITB 1.3.5.1, Section 1; FORM-V, Section 2)	
14	Whether supporting documents justifying each point of the Qualification Criteria are enclosed, including a clause-by-clause compliance/cross-reference matrix mapping the offer against the Volume-II, Part A and Part B technical specifications, as required under Volume-II, Part A, Section 3.11 and Appendix F? (Appendix to ITB-2, Table 1 — all applicable rows; Volume-II, Part A, Section 3.11 & Appendix F)	
15	Whether details of deviations from the Volume-II, Part A and Part B technical specifications (and their applicable appendices) have been furnished as per FORM-VI & FORM-VII? In the absence of an expressly listed deviation, full compliance with the corresponding requirement shall be deemed confirmed. (FORM-VI & FORM-VII, Section 2 (Bidding Forms); Volume-II, Part A, Sections 1.10 & 3.4)	
16	Whether registered for SSI/NSIC/MSME-Udyam? If so, quote Registration No. and enclose certificate. (No SSI/NSIC/MSME exemption is presently specified in the BDS; this does not imply any exemption.) (Registration information, if applicable; no MSE/SSI/NSIC exemption specified in current BDS)	
17	Whether the firm is a State/Central Govt. Undertaking with 100% Govt. shares? If yes, enclose documentary evidence. (ITB 1.1.2, Section 1)	
18	Whether you agree for inspection and Factory Acceptance Test (Volume-II, Part A, Section 3.7, read with Part B, Appendix: C — FAT Procedures Formats) and applicable Type Tests (Section 3.8) by AEGCL's representative prior to dispatch, and confirm that all pre-dispatch testing/inspection facilities, tools, licences, personnel and documentation shall be provided by	

Sl. No.	Particulars with Corrected References	Bidder's Reply
	the Bidder at no additional cost, with no equipment dispatched until the required tests are complete and dispatch clearance is issued, per Volume-II, Part A, Sections 3.5–3.6? (GC Clauses 22.1, 22.9 and 22.11, Section 4; Volume-II, Part A, Sections 3.5–3.8)	
19	Please confirm that the original instruments and hard-copy documents specified in ITB Clauses 1.4.1.1 and 1.5.4.2 have been submitted within the prescribed time. (ITB Clauses 1.4.1.1 and 1.5.4.2, Section 1)	
20	Please confirm that you have noted the interpretation and precedence rules of Volume-II, Part A, Section 1.10 — under which Part B prevails for technical scope, architecture, sizing, performance, retention, licensing, redundancy, cybersecurity, audit and component-specific requirements, while Part A governs general conditions, training, project management, testing governance, documentation, operation, maintenance and support — and that the GTP (FORM-X) forms the basis for evaluation subject to that precedence. (Volume-II, Part A, Section 1.10 & FORM-X, Section 2)	
21	Please confirm submission of Earnest Money (EMD) — form, amount and confirmation of scanned-copy upload — as already required at Item 8 above. (This item duplicates Item 8 and is retained only for BDS numbering continuity; it should not be read as an additional/separate EMD requirement.) (ITB Clauses 1.3.9.1, 1.3.9.2 and 1.4.1.6, and the BDS, Section 1)	
22	Whether the Tender Cost has been paid? Provide details and confirm scanned copy uploaded. (ITB 1.3.3.2(c), Section 1)	
23	Please confirm that the complete training programme specified in Volume-II, Part A, Section 2 shall be provided at no additional cost, including: (i) the project-period curriculum of 11 courses totalling 170 man-weeks (Section 2.3); (ii) annual refresher training throughout the 5-year AMC period — and any exercised 2-year extension — totalling 175 man-weeks over five years (Section 2.4); (iii) System-Integrator L2 training (minimum 5 working days for 10 personnel before Go-Live) and OEM L3 training (minimum 5 working days for 5 personnel after Go-Live) under Section 2.5; (iv) the 3-level assessment/certification framework of Section 2.6, with free re-training/re-assessment for personnel not attaining Level-2 competency; and (v) accommodation of additional Employer-nominated trainees without extra charge. (Clause 36, Section 4 (GCC) & Volume-II, Part A, Section 2)	
24	Please confirm that you have noted the “Fake Inspection Call” stipulations. (Clause 22.14 & 22.15, Section 4 (GCC))	
25	Have you furnished the Technical Questionnaire (FORM-XI) duly filled and signed? (FORM-XI, Section 2 (Bidding Forms))	
26	Have you furnished the Guaranteed Technical Particulars (GTP) for the offered material, cross-referenced to the sizing parameters of Volume-II, Part B, Appendix-B (System Sizing) and the Data Requirement Sheet, Appendix: D? (FORM-X, Section 2 (Bidding Forms); Volume-II, Part B, Appendix-B & Appendix: D)	
27(a)	Please confirm acceptance of the implementation schedule of Volume-II, Part A, Appendix C — a 10-month implementation and stabilization period from the Letter of Award/Work Order, Go-Live planned in Month 6, and issue of the Taking Over Certificate after Month 10, subject to successful FAT/SAT/SAVT and Operational Acceptance. (Clause 10 (Time) & Clause 21 (Transportation), Section 4 (GCC); Volume-II, Part A, Appendix C)	

Sl. No.	Particulars with Corrected References	Bidder's Reply
27(b)	Please confirm that the delivery of equipment may be regulated as per progress of work and availability of funds, and that any change to the Volume-II, Part A, Appendix C baseline schedule shall follow the change-control procedure of Section 3.4. (Clause 10.1 & Clause 30, Section 4 (GCC); Volume-II, Part A, Sections 3.2 & 3.4)	
28	Whether the Tax Clearance Certificate from the competent authority has been enclosed? (Only if expressly required under ITB Clause 1.3.3.2(l) and specified in the BDS; current BDS does not specify this document)	
29	Please confirm unconditional acceptance of the Employer's right to extend the AMC for a further period of up to two (2) years beyond the initial five (5)-year AMC period, at the same rates, terms and conditions as the original Contract — with the Bidder continuing full original scope of service (including integration of newly commissioned IT/ICS systems, software updates, security patches, troubleshooting, OEM support and technical assistance) without reduction in service levels or additional commercial conditions — as provided in Volume-II, Part A, Sections 1.3 & 4.1, read with Part B, Section A.1.12. ⚠ NOTE FOR AEGCL BEFORE ISSUE: Part A, Section 1.3 requires at least six (6) months' prior written notice to exercise the extension, while Part B, Section A.1.12 requires only one (1) month's prior notice. This internal inconsistency must be reconciled and a single notice period inserted here before the tender is issued. (Volume-II, Part A, Sections 1.3 & 4.1; Part B, Section A.1.12 — notice period to be reconciled)	
30	Have you furnished the Power of Attorney for the person signing the Bid? (ITB Clause 1.3.10.1 and FORM-XXIII, Sections 1 and 2)	
31	Have you furnished the self-declaration regarding Litigation History? (FORM-VIII & FORM-XIX Item 12, Section 2)	
32	Have you uploaded/submitted the Tender Form? (ITB 1.3.4.1 & Section 2 Forms)	
33	Have you uploaded hardcopies of all relevant certificates/documents in support of the Techno-Commercial bid, including the Master Document List items, Data Requirement Sheet and the compliance/cross-reference matrix specified in Volume-II, Part A, Section 3.11? (ITB Clauses 1.4.1.2, 1.5.4.2 and 1.5.4.3, Section 1; Volume-II, Part A, Section 3.11)	
34	Have you authenticated the bid with your Class-III Digital Certificate? (Assam e-tender portal requirement; no separate Class-III Digital Certificate provision stated in Section 1)	
35	Please confirm (a) whether the Bidder/supply is covered under Reverse Charge Mechanism (RCM) under GST, and (b) the Bidder's legal constitution and registration status, including registration under the Companies Act, 1956/2013 or other applicable statute, with supporting documents. (ITB Clause 1.1.2.2 and GC Clause 14, as applicable)	
36	Please confirm acceptance of all AMC terms and conditions of Volume-II, Part A, Section 4, specifically: (i) minimum quarterly availability of 99.90% for all supplied hardware/software (Section 4.2); (ii) the availability-computation formula and the deduction of 2% of the apportioned quarterly AMC charge for every 0.5% (or part) shortfall below 99.90%, capped at 100% of the quarterly charge (Sections 4.14–4.15); (iii) the S1–S4 severity classification and response/resolution-time commitments (Sections 4.11–4.12); and (iv) the security-event notification SLA (Section 4.13). (Volume-II Part-A, Section 4 & Clause 37, Section 4 (GCC))	

Sl. No.	Particulars with Corrected References	Bidder's Reply
37	Please confirm that you shall carry out a Cyber Security Audit through a CERT-In empanelled auditor during FAT and SAT/Go-Live (officers of CSIRT-Power may also participate), submit the OEM's HBOM/SBOM cybersecurity-compliance audit report together with the FAT report, and close all vulnerabilities identified before Go-Live. (Volume-II, Part B, Sections D.9 & D.10 — Cyber Security Requirements)	
38	Please confirm that you shall carry out a BIANNUAL Cyber Security Audit & VAPT (two audits in every twelve-month period, ordinarily at intervals of approximately six months) of the entire SOC & NOC solution through a CERT-In empanelled auditor throughout the 5-year AMC period — and any exercised 2-year extension — and until successful handover on completion of the AMC, at the Bidder's own cost; that consecutive biannual audits shall be conducted through two DIFFERENT CERT-In empanelled auditing firms; and that all remedial actions/upgrades/patches shall be implemented within the mutually approved schedule, in accordance with Volume-II, Part A, Section 4.6 and Part B, Sections D.9–D.10. (Volume-II, Part A, Section 4.6 & Part B, Sections D.9–D.10)	
39	Please confirm that: (i) all software/hardware licences, subscriptions and OEM support shall be provided from Day One for a minimum of six (6) years, covering the implementation period and the 5-year AMC period (Volume-II, Part B, Section C.3.9); (ii) OEM support and software updates shall in any case be maintained for a minimum of 5 years from Operational Acceptance (Section C.3.9); (iii) EOL/EOS declarations for hardware and applications, with full obsolescence details, shall be furnished for a period of ten (10) years (Volume-II, Part B, Appendix-B System Sizing); and (iv) any item reaching EOL/EOS during the contract period — including any exercised AMC extension — shall be upgraded or replaced free of cost (Volume-II, Part A, Sections 1.5, D.5 and D.6). (Clause 24, Section 4 (GCC) & Volume-II, Part A, Sections 1.5, D.5–D.6; Part B, Sections C.3.9 & Appendix-B)	
40	Please confirm acceptance of the Performance Security Clause, including the security applicable to the implementation phase and the separate AMC/O&M phase, with validity linked to Operational Acceptance and Taking Over (as defined in Volume-II, Part A, Section 3.10) — see Items 48 and 49 below for the specific amounts and timelines. (Clause 15, Section 4 (GCC); Volume-II, Part A, Section 3.10)	
41	Please confirm that the quantities shown in the BoQ are minimum and indicative (not maximum) as stated in Volume-II, Part A, Section 1.4, to be verified and finalized by the Bidder during detailed engineering/survey without any reduction in the specified function, capacity, redundancy, retention or security control, and that the quoted price is inclusive of the future-expansion capacity (up to 50% during the AMC period, per the Volume-II, Part B system-sizing Appendix) built into the design. (Volume-II Part-A, Section 1.4 & Part B, Appendix-B System Sizing — BoQ notes)	
42	Please confirm that Factory Acceptance Test (Volume-II, Part A, Section 3.7, read with Part B, Appendix: C — Factory Acceptance Test (FAT) Procedures Formats), Site Acceptance Test (Section 3.9) and the System Availability Test/Operational Acceptance (Section 3.10, minimum 15 consecutive days) shall be conducted as per the Technical Specifications. (Volume-II, Part A, Sections 3.7, 3.9 & 3.10, and Part B, Appendix: C)	
43	Please confirm acceptance to the General ITB Clause. (Section 1 - Instructions to Bidders (ITB) – entire section)	
44	Please confirm acceptance to the Local Content / Make in India (MII) Clause as per ITB 1.1.2.6. (Note: Volume-II does not separately address Local Content/MII; it does, however, require compliance of imported equipment/embedded systems with applicable Government of India/Ministry of Power directions on source-country restrictions, testing, supply-chain security and malicious-code assurance under Sections 1.4 and Appendix D.4 — a related but distinct requirement, also confirmed here.) (ITB 1.1.2.6, Section 1; Volume-II, Part A, Section 1.4 & Appendix D.4)	

Sl. No.	Particulars with Corrected References	Bidder's Reply
45	Please confirm acceptance to the Insurance & Transportation Clauses, noting that delivery, insurance and unloading at the project site fall within the Bidder's turnkey scope of work under Volume-II, Part A, Section 1.3, item 2. (Clause 20 & Clause 21, Section 4 (GCC); Volume-II, Part A, Section 1.3(2))	
46	Please confirm acceptance to the Inspection & Testing Clauses, including the complete testing regime of Volume-II, Part A, Section 3 — Quality Assurance & Quality Control (3.5), General Testing Requirements (3.6), Factory Acceptance Test (3.7), Type Tests (3.8), Site Acceptance Test (3.9) and System Availability Test/Operational Acceptance (3.10) — in addition to GCC Clause 22. (Clause 22, Section 4 (GCC); Volume-II, Part A, Sections 3.5–3.10)	
47	Please confirm that you shall maintain, at your own cost, sufficient on-site or readily accessible spares to meet the availability and restoration requirements throughout the 5-year AMC period (and any 2-year extension exercised by the Employer), maintain valid OEM back-to-back support/subscriptions/updates/patches throughout the contract, and replace or upgrade any item reaching EOL/EOS without additional cost where required to maintain contracted functionality and security, as required under Volume-II, Part A, Sections 1.5 and 4.8. (Clause 9.1, Section 4; Volume-II, Part A, Sections 1.5 & 4.8)	
48	Kindly confirm that within 28 days of NoA, you shall provide a Performance Security of 10% of the Project Cost (Supply, Installation & Commissioning), valid for 90 days beyond Operational Acceptance and Taking Over (as defined and evidenced by the Taking Over Certificate under Volume-II, Part A, Section 3.10). (Clause 15.1(a), Section 4 (GCC); Volume-II, Part A, Section 3.10)	
49	Kindly confirm that within 28 days of the effective date specified in the Taking Over Certificate (which, per Volume-II, Part A, Section 3.10, triggers commencement of the 5-year Comprehensive AMC), you shall provide a Performance Security of 10% of the total AMC Contract Price, valid for 90 days beyond the 5-year AMC period, and that this security shall be renewed/extended to remain valid for 90 days beyond any further 2-year AMC extension exercised by the Employer under Sections 1.3/4.1. (Clause 15.1(b), Section 4 (GCC); Volume-II, Part A, Sections 1.3, 3.10 & 4.1)	
50	Kindly confirm that you have noted that the number of Data Diodes required is the Bidder's sole responsibility to determine and supply, so as to meet the complete architecture of the SOC and NOC solution, deployed in redundant (Active–Passive) mode, with any additional diode found necessary during system engineering supplied at no extra cost, per Volume-II, Part B, Section C.4. (Note: sizing is determined by the IT/OT architecture and segregation requirements — not by “internet connectivity,” since the complete solution is required to be on-premises/air-gapped with no internet connectivity permitted in the SOC and NOC Centre, per Volume-II, Part A, Section 1.3.) (Volume-II, Part B, Section C.4 — Data Diode; Part A, Section 1.3)	

SEAL & SIGNATURE OF BIDDER

FORM-X: FORMAT FOR GUARANTEED TECHNICAL PARTICULARS

We/I hereby submit the Guaranteed Technical Particulars for the offered equipment/materials. We confirm that the offered equipment meets or exceeds the stipulated requirements stipulated in Appendix-D of Volume-II Part-B.

S. No.	Parameter / Component	Stipulated Requirement (as per Technical Specs)	Offered Particulars / Value	Compliance (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

SEAL & SIGNATURE OF BIDDER

FORM-XI: FORMAT FOR TECHNICAL QUESTIONNAIRE

(All points mentioned below should be replied in these sheets only.)

S.No.	Particular / Confirmation	Bidder Response
1	Name of Tenderer / Bidder.	
2	Bidder confirms that the offered solution is complete and covers the full turnkey scope specified in Volume-II, including all hardware, software, licences/subscriptions, appliances, passive infrastructure, accessories, professional services, integration, testing, training, documentation and support required for a complete operational SOC and NOC.	
3	Bidder shall provide OEM/manufacturer, offered make/model/version and country of origin, as applicable, for all major systems/components including NG-SIEM, SOAR, UEBA, NBAD/NDR, DAM, NMS, ITSM, IAM/password-management facilities, HCI-1, HCI-2, log collectors, data diode, storage/backup, time-synchronization facility, firewalls, routers, switches, workstations/consoles, video wall/controller and other major supplied items.	
4	Bidder confirms that all supplied products shall be new, current-production, currently supported products and shall comply with the applicable manufacturing-year, product-lifecycle, authorized-supply-chain and OEM-support requirements of Volume-II.	
5	Bidder confirms compliance with applicable Government of India / Ministry of Power requirements relating to source-country restrictions, imported equipment, supply-chain security, malicious-code assurance and required declarations/approvals.	
6	Bidder confirms that the complete SOC and NOC solution shall be deployed on-premises and shall not have any unapproved cloud dependency, Internet dependency or external connectivity. Any approved remote support shall be through the secure, controlled maintenance-access arrangement specified in Volume-II.	
7	Bidder shall submit with the bid a complete physical, logical and cybersecurity architecture covering network segregation, zones/conduits, management networks, data flows, log flows, security boundaries, redundancy, time synchronization, scalability and integration of the complete SOC and NOC solution.	
8	Bidder confirms that the proposed architecture shall preserve segregation of the existing IT and OT networks and shall not merge operational networks merely for monitoring or log collection.	
9	Bidder confirms that the SOC and NOC shall operate independently as specified, while the applicable configuration/application databases shall be synchronized in accordance with the approved architecture and detailed engineering requirements.	
10	Bidder confirms responsibility for integration of all existing systems, devices, applications and log sources specified in Volume-II and the indicative existing-system inventory.	
11	Bidder confirms that new or modified IT/OT systems, devices, applications and log sources introduced during the contract/AMC period shall be integrated within the engineered present/future capacity without additional cost or licence requirement, in accordance with Volume-II.	
12	Bidder confirms that all required connectors, collectors, parsers, APIs, agents, interface software and customization required for successful integration shall be included in the offered scope without additional cost.	
13	Bidder confirms that the BOQ/BOM quantities are treated as minimum/indicative where so stated and that any additional item within the specified scope/design capacity required to make the system complete, compliant and operational shall be supplied without additional cost to the Employer.	
14	Bidder confirms sole end-to-end responsibility for compatibility, interoperability, sizing, performance, integration and operation of all products supplied by the Bidder, OEMs and subcontractors.	
15	Bidder confirms provision of a dedicated and independent HCI-1 — SOC and Security Analytics HCI for NG-SIEM, SOAR, UEBA, NBAD central components, DAM central components and associated SOC analytics/application workloads, as specified in Volume-II.	

S.No.	Particular / Confirmation	Bidder Response
16	Bidder confirms provision of a separate and independent HCI-2 — NOC and Infrastructure Management HCI for the applicable NOC/infrastructure-management workloads specified in Volume-II.	
17	Bidder confirms that HCI-1 and HCI-2 shall not share physical nodes, cluster storage, quorum or hypervisor-management dependencies and shall each meet the specified minimum N-1 redundancy/performance requirements.	
18	Bidder confirms submission of OEM-certified/application-certified sizing calculations demonstrating that all guaranteed functions and performance requirements are met under normal operation and the specified N-1 failure condition.	
19	Bidder confirms that the proposed NG-SIEM sizing supports the Appendix-B sizing baseline: Initial EPS 6,000; Peak EPS 8,000; Peak EPS with Burst 12,000; Future EPS 12,000; Future Peak EPS 16,000; Future Peak EPS with Burst 18,000, with the applicable raw-data assumptions (650 Bytes/second) and without performance degradation.	
20	Bidder confirms that UEBA licensing/capacity supports 500 initial users/entities and future expansion to 900, as specified in the system-sizing requirements.	
21	Bidder confirms that NBAD/NDR supports 1 Gbps initial monitored traffic and future expansion to 5 Gbps, and the applicable NBAD licence/capacity sizing of 600 initial and 900 future, as specified in Volume-II.	
22	Bidder confirms that DAM sizing supports 10 databases initially and expansion to 20 databases, together with the applicable performance, monitoring and retention requirements.	
23	Bidder confirms that parameters for which no explicit future value is stated shall support at least the minimum 50% future expansion/scalability specified in Appendix-B of Volume-II, and that the offered compute, memory, storage, I/O and network architecture shall permit the required non-disruptive expansion.	
24	Bidder confirms compliance with the applicable storage-retention requirements, including minimum 90 days online and 90 days nearline/offline storage (180 days immediately available for cybersecurity investigation) and sufficient capacity for the specified five-year retention/archive requirement from Go-Live, including the prescribed 10% annual peak-data-growth allowance and minimum 50% free usable storage to be maintained through the AMC period.	
25	Bidder confirms that all backup, restoration, system-image, database, configuration and archival requirements of Volume-II shall be met, including integrity verification, encryption where specified and recovery of physical/virtual systems.	
26	Bidder confirms that the required storage headroom/free usable capacity, RAID/resiliency, hot-spare capacity, IOPS, throughput and non-disruptive expansion requirements shall be maintained as specified for each applicable component.	
27	Bidder confirms that all OS, database, application, hypervisor, backup, antivirus/security, office/productivity and other required software licences shall be Enterprise/Data-Centre/enterprise-grade editions as applicable. Free, Open-Source solution, Standard, Community, Evaluation, Trial, Essentials, Foundation or feature-limited editions prohibited by Volume-II shall not be offered.	
28	Bidder confirms that licences shall be perpetual or subscription-based (minimum 5 years from date of Operational Acceptance/Taking Over), only as permitted by the applicable technical clause, and shall remain valid, supported and adequate for the required implementation, Operational Acceptance, AMC and any applicable extension period.	
29	Bidder confirms that software licences shall be registered in the name of the Employer/Owner where the licensing model permits and that no undisclosed licence limitation shall restrict the specified present/future capacity, HA operation, users, devices, EPS, traffic, databases, APIs or integrations.	
30	Bidder confirms compliance with the general 10-year EOL/EOS declaration requirement applicable to hardware and applications (Volume-II, Part A, §A.3.2 and Appendix D.5), and with any shorter or longer component-specific EOL/EOS duration expressly stated against a	

S.No.	Particular / Confirmation	Bidder Response
	particular item in Volume-II, Part B (e.g., 7 years for specific items), which shall prevail for that item alone. Bidder shall replace/upgrade any product that loses required support during the applicable support period without additional cost.	
31	Bidder confirms valid back-to-back OEM support, updates, security patches, upgrades, spares and technical assistance throughout the required support period, including 24x7x365 support where specified.	
32	Bidder confirms compliance with the warranty and comprehensive five-year AMC requirements commencing from Operational Acceptance/Taking Over as provided in the Contract and Volume-II, including any Employer-exercised AMC extension provisions.	
33	Bidder confirms compliance with all applicable cybersecurity, statutory and regulatory requirements referenced in Volume-II, including applicable directions/guidelines of Ministry of Power, CEA, CERT-In, NCIIPC, MeitY, DoT, DPIIT and the referenced ISO/IEC standards.	
34	Bidder confirms that any applicable change in law, statutory direction, cybersecurity guideline or mandatory standard during the contract period shall be assessed and implemented as required under the Contract without reducing the security or functionality of the solution.	
35	Bidder confirms compliance with the cybersecurity audit/VAPT requirements, including applicable CERT-In-empanelled audits during FAT and before Go-Live, biannual cybersecurity audit of the complete SOC and NOC during AMC, remediation and submission of compliance evidence as specified in Volume-II.	
36	Bidder confirms compliance with the controlled patch, firmware, signature and vulnerability-management process specified in Volume-II, including risk-based testing/approval, rollback provisions, priority treatment of critical/actively exploited vulnerabilities and the specified routine deployment frequencies (updates/upgrades/patches applied within 15 days of OEM release and Owner approval; critical patches on urgent basis as directed).	
37	Bidder confirms submission and maintenance of required SBOM/HBOM, software/hardware inventories, integrity records/hashes, malicious-code declarations, EOL/EOS records and other cybersecurity/supply-chain documentation in the prescribed format/stages, in line with CERT-In Technical Guidelines on SBOM/HBOM (latest version).	
38	Bidder confirms that Common Criteria/ISO-IEC 15408 (or Indian Common Criteria Certification Scheme (IC3S) by STQC) and other product/regulatory certifications specifically mandated for the offered product category under Volume-II (e.g., NG-SIEM log-parser certification, firewall EAL4+/NDcPP certification, data-diode independent unidirectionality certification) shall be provided, along with any other statutory certification applicable to the offered equipment under prevailing Government of India regulations.	
39	Bidder confirms compliance with all component-specific HA/redundancy requirements, including dual network paths/fabrics, redundant power arrangements, failover and elimination of single points of failure as specified in Volume-II.	
40	Bidder confirms that all hardware to which the common requirement applies shall comply with the dual-LAN, dual-VLAN, dual-power-supply/hot-standby philosophy specified in Volume-II.	
41	Bidder confirms that the number, placement and redundancy of Data Diodes shall be determined by the Bidder to meet the complete approved SOC/NOC architecture, and any additional Data Diode required for compliance shall be supplied without additional cost.	
42	Bidder confirms that supplied transceivers shall be OEM/manufacturer-supported, warranty-covered, fully interoperable with the offered hardware and support DDM where specified; third-party/unsupported compatible optics shall not be used where prohibited.	
43	Bidder confirms supply of all required optical patch cords (OS2/OM4 as applicable), Category 6A or higher UTP/STP patch cords, power cords, HDMI/BNC/video-wall cables, connectors, converters, extenders, mounting hardware and other passive accessories in the required quantities/lengths and specifications.	

S.No.	Particular / Confirmation	Bidder Response
44	Bidder confirms provision of all required surge/ESD protection, earthing/grounding accessories, cable management, labels, ferrules, glands, rails, cages, brackets and miscellaneous installation materials wherever specified in Volume-II.	
45	Bidder confirms provision of the centralized and application-specific dashboards required by Volume-II, including the required single-dashboard view of integrated systems for security/operational review, without removing the independent dashboards/functions of the individual applications.	
46	Bidder confirms completion of the required pre-bid site survey and submission with the bid of the applicable SOC/NOC room layout, sitting plan, equipment/panel/video-wall placement, cable/power routes and other survey-based drawings/information required by Volume-II.	
47	Bidder confirms submission with the bid of the preliminary implementation schedule aligned with the implementation schedule in Volume-II, followed by the detailed baseline schedule after award.	
48	Bidder confirms compliance with project management, QA/QC, document/transmittal control and change-control requirements of Volume-II.	
49	Bidder confirms compliance with FAT, SAT, system-integration testing, System Availability Test (SAVT), cybersecurity verification, defect/variance closure and Operational Acceptance requirements specified in Volume-II.	
50	Bidder confirms submission of the complete documentation set required under Volume-II, including clause-by-clause compliance matrix, DRS, sizing calculations, architecture/design documents, BOM/licence schedules, configuration records, test reports, cybersecurity documents, manuals, inventories, SBOM/HBOM and as-built/handover documentation.	
51	Bidder confirms compliance with the complete project-period training programme specified in Volume-II, Part A, Section 2, including role-based training, hands-on exercises, training materials, assessment/certification, the pre-Go-Live SI training (minimum 5 working days, 10 personnel, L2-level) and the post-Go-Live OEM training (minimum 5 working days, 5 personnel, L3-level) for the NG-SIEM/SOAR/UEBA platform.	
52	Bidder confirms compliance with annual on-site refresher training during the five-year AMC as per the duration specified against each component in Volume-II, Part B, Appendix D (ranging from 2 to 10 days depending on the component), and all component-specific OEM training requirements where such requirements are more stringent.	
53	Bidder confirms deployment of the complete operational manpower specified in Volume-II, Part A, Appendix E (including L1, L2 and L3 SOC personnel and L1 NOC personnel), with the required qualifications, certifications, shifts, roles and responsibilities. All AMC/O&M manpower required by Appendix E shall be direct employees on the payroll of the Lead Partner, as specified in the Contract (GCC Clause 37.3A) and Volume-II.	
54	Bidder confirms provision of suitable L1/L2 or other competent support personnel during stabilization and Operational Acceptance without additional cost, prior to commencement of regular AMC manpower deployment as specified.	
55	Bidder confirms unconditional compliance with the maintenance/support SLA specified in Volume-II, including minimum quarterly availability of 99.90%, applicable severity classification, response/resolution requirements, security-event notification requirements, reporting obligations and availability deductions/remedies.	
56	Bidder confirms performance of preventive/corrective maintenance, monitoring, backups/restoration validation, vulnerability remediation, patching, configuration changes, capacity monitoring, OEM escalation, spares/replacement and integration activities throughout the AMC period as specified in Volume-II.	
57	Bidder confirms that all required technical and cybersecurity observations arising from FAT, SAT, SAVT, audits/VAPT, inspections and operational reviews shall be addressed and closed in accordance with the approved schedule and contractual requirements.	

SEAL & SIGNATURE OF BIDDER

FORM-XII: FORMAT FOR DETAILS OF BID & CONTRACT DRAWINGS SUBMITTED WITH BID

SNo.	Drawing No.	Particulars

SEAL & SIGNATURE OF BIDDER

FORM-XIII: QUALITY ASSURANCE PROGRAMME AND PROGRAMME CHART

The bidder shall submit here complete details of quality assurance programme / programme chart.

SEAL & SIGNATURE OF BIDDER

FORM-XIV: CERTIFICATION BY THE BIDDER

(REGARDING SHARING OF LAND BORDER WITH INDIA)

Tender No. XXXXXXXX

I--------------------- , Son/Daughter of----------------------------------- , do solemnly affirm and state as under:

a. That I am the ----------------------------------*[Designation of the authorized signatory]* of ----------------------------------and I am duly authorized to furnish this undertaking declaration on behalf of.

b. That ---has submitted its bid No.------------------------- dated against bidding document No. ----------------------dated-------------------- for--------------------------- item/ works for----------------------------- the project.

c. We have read and understood the provision of order no. F.No. 6/18/2019-PPD (Order Public Procurement No.1) dtd. 23.07.2020 regarding “Restriction under Rule 144 (xi) of General Financial Rules” and F.No. 6/18/18/2019-PPD (Order Public Procurement No.2) dtd. 23.07.2020 regarding “Exclusion from Restriction under Rule 144 (xi) of the General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India,[hereinafter collectively referred as “DoE Order”] and any subsequent modifications/Amendments, if any.

d. Particularly, we, the bidder, have read the clause regarding restriction on procurement from a ‘bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.

☐ We certify that we, the bidder [and/or our proposed Associates] is/are not from such a country and will not subcontract any work to a subcontractor/ sub vendor from such countries and is eligible to be considered.

OR

☐ We certify that we, the bidder [and our proposed Associates] and/or our subcontractor/ sub vendor is/are from such country which share a land border with India’ as brought out in the aforementioned orders. Accordingly, certificate of registration by DPIIT is enclosed.

We further declare that any misrepresentation or submission of false/forged document/ information in this regard shall be dealt with as per the provisions of Integrity Pact and / or bidding Documents and/or AEGCL’s policy and procedures.

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid

FORM-XV(A): UNDERTAKING FOR LOCAL CONTENT

(Where the total quoted value is less than INR 10 Crore)

Tender No. XXXXXXXX

I ,-------------------------- Son/Daughter of ----------------------------, do solemnly affirm and state asunder:

a. That I am the -------------------------------*[Designation of the authorized signatory]* of and I am duly authorized to furnish this undertaking declaration on behalf of .

b. That_______________has submitted its bid no_____________________dated ________against bidding document no____________dated_______ for _________item/ works for _________ the project

c. That the Company is fully aware of the provisions of Purchase Preference (as per DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04/06/2020, enclosed in the above bidding document.

d. We hereby confirm that our offer is achieving the minimum local content target of ------------------% as per of PP-LC Policy.

e. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(**Authorized signatory of Supplier)**

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

FORM-XV(B): CERTIFICATE FOR LOCAL CONTENT

(Where the total quoted value is INR 10 Crore or above)

Tender No. XXXXXXXX

Certification by the bidder

I ---------------------, Son/Daughter of----------------- , do solemnly affirm and state as under:

a. That I am the ------------------------------*[Designation of the authorized signatory]* of and I am duly authorized to furnish this undertaking declaration on behalf of .

b. That______________has submitted its bid no____________________dated ________against bidding document no___________dated_______ for _________item/ works for _________ the project.

c. That the Company is fully aware of the provisions of Purchase Preference (as per DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04/06/2020 (read in conjunction with 'Public procurement (Preference of Make in India'order 2017- Notification of Telecom products, Services of works' issued by Department of Telecommunications (DoT), vide notification dtd. 29.08.2018 (DoT Order) and subsequent modifications/amendments if any.), enclosed in the above bidding document.

d. We hereby confirm that our offer is achieving the minimum local content target of -----------% as per of PP-LC Policy and the break-up of the same is provided in the Price bid.

I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Certification by the statutory auditor / Chartered Accountant/ Cost Auditor of the bidder

We,--------------------- a CA firm having our registered office address --------------------And certificate number——certify that we are statutory auditor of the Company M/s……, having its registered office at ---------------------------.

OR

We,---------------------------- , a CA/CMA firm having our registered office address----------------------------

as per prevailing law and we are practicing Chartered Accountant/ Cost Accountant, not being an employee / Director and not having any interest in the company. We have understood the provisions of Purchase Preference (as per DPIIT order no. P45021/2/2017-PP (BE-II) dated 04/06/2020, enclosed in the above bidding document.

e. We hereby certify that offer is achieving the minimum local content of ____________% as per of PP-LC Policy.

(Statutory auditor /Cost Auditor/ Practicing Chartered Account or Cost Accountant)

Note: This undertaking shall be certified by:

i. The Proprietor and a practicing Chartered Accountant/ Cost Accountant, not being an employee of the firm, in case of a proprietorship firm.

ii. Any one of the partners and a practicing Chartered Accountant/ Cost Accountant, not being an employee of the firm, in case of a partnership firm.

iii. Statutory auditors/Cost Auditor in case of a company (as stated in Clause ……. of the said Policy in this Tender Document.

FORM-XVI: UNDERTAKING

(FOR EQUIPMENT/MATERIAL MANUFACTURED IN INDIA)

Tender No. XXXXXXXX

I ------------------, Son/Daughter of------------------ , do solemnly affirm and state as under:

a. That I am the---------------------- *[Designation of the authorized signatory]* of and I am duly authorized to furnish this undertaking declaration on behalf of ----------------------.

b. That -------------------has submitted its bid No. -----------------------dated -----------------against bidding document No-------------------------. dated ------------------------for----------------------------- item/ works for--------------- the project.

c. That the Company is fully aware of the provisions in order no. 25-11/6/2018-PG dtd. 02.07.2020 of Ministry of Power, Govt. of India regarding vulnerabilities in power supply system & network due to cyber attacks through malware/Trojans etc.

d. We hereby declare that no imported component/parts shall be used in manufacturing of equipment/ material and equipment/material being supplied shall be free from any kind of embedded malware/Trojans /cyber threat.

e. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

FORM-XVII: UNDERTAKING

(FOR IMPORTED PARTS/EQUIPMENT/MATERIAL)

Tender No. XXXXXXXX

I ------------------, Son/Daughter of------------------ , do solemnly affirm and state as under:

a. That I am the---------------------- *[Designation of the authorized signatory]* of and I am duly authorized to furnish this undertaking declaration on behalf of ----------------------.

b. That -------------------has submitted its bid No. -----------------------dated -----------------against bidding document No-------------------------. dated ------------------------for----------------------------- item/ works for---------------- the project.

c. That the Company is fully aware of the provisions in order no. 25-11/6/2018-PG dtd. 02.07.2020 of Ministry of Power, Govt. of India regarding vulnerabilities in power supply system & network due to cyber-attacks through malware/Trojans etc. embedded in imported equipment.

d. We hereby confirm that parts/material used in equipment or finished equipment/material if imported from country (other than prior reference countries as import from these countries is not allowed), these shall be tested on arrival in the country to check for any kind of embedded malware/Trojans/cyber threat and for adherence to Indian Standards. The testing shall be done in certified and designated laboratories approved by Ministry of Power (MoP)

e. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

FORM-XVIII: CHECK LIST

Sl. No.	Document / Requirement to be Checked	Tender Reference	Submission / Applicability	Bidder Response (Yes/No/N.A.)	File / Page Reference
A	**PHYSICAL DOCUMENTS — ENVELOPE-A**				
1	FORM-XX — Letter of Bid / Letter of Technical Bid duly signed	ITB 1.3.3.2(a), 1.5.4.2	Physical + Online		
2	FORM-XXIII — Notarised Power of Attorney authorising the Bid signatory	ITB 1.3.3.2(e), 1.3.10.1, 1.5.4.2	Physical + Online		
3	Original Bid Security / FORM-I Bank Guarantee, where Bid Security is not submitted through the online mode	ITB 1.3.9, 1.5.4.2	Conditional; Physical + scanned online		
4	Notarised/registered JV/Consortium Agreement	ITB 1.1.2.4, 1.3.3.2(d), 1.5.4.2	If JV/Consortium; Physical + Online		
B	**GENERAL / STATUTORY DOCUMENTS — ENVELOPE-B**				
5	Proof of payment of Tender Fee	ITB 1.3.3.2(c), BDS	Mandatory		
6	FORM-XX — Letter of Bid duly completed and signed	ITB 1.3.3.2(a)	Mandatory		
7	FORM-XXI — Bidder Information Form	ITB 1.3.3.2(m)	Mandatory		
8	Firm/company registration documents, Memorandum of Association or other constitution documents, as applicable	ITB 1.1.2.1–1.1.2.3; 1.3.3.2(k)	As applicable		
9	JV/Consortium documents, Lead Partner authorisation and joint-and-several-liability commitments	ITB 1.1.2.4	If JV/Consortium		
10	Evidence that the Bidder/JV/Consortium is CERT-In empanelled **or** evidence of engagement of at least two CERT-In empanelled cybersecurity auditors with valid empanelment	ITB 1.1.2.5	Mandatory		
11	FORM-XIV — Certification regarding restriction relating to countries sharing a land border with India, including registration evidence where applicable	ITB 1.1.2.7	Mandatory		

12	FORM-XV(A) / FORM-XV(B) — Local Content Undertaking/Certificate, as applicable to the quoted value	ITB 1.1.2.6	Mandatory, appropriate form		
13	FORM-XIX — Undertaking on prescribed non-judicial stamp paper, duly notarised	FORM-XIX	Mandatory		
14	FORM-VIII — Litigation History	FORM-VIII	Mandatory		
15	FORM-XVI and/or FORM-XVII relating to equipment/material manufactured in India and imported parts/equipment/material	FORM-XVI / FORM-XVII	As applicable to offered solution		
C	**TABLE 1 — BIDDER ELIGIBILITY**				
16					
17	Evidence for **A-1**: qualifying NG-SIEM, SOAR/UEBA/DAM and NBAD/IDS project experience, including LoA/PO and Completion/Go-Live certificates	EQC Table 1, A-1	Mandatory		
18	Evidence for **A-2**: qualifying NMS/ITSM and HCI project experience, including LoA/PO and Completion/Go-Live certificates	EQC Table 1, A-2	Mandatory		
19	Evidence for **A-3**: copies of the required valid organisational certifications	EQC Table 1, A-3	Mandatory		
20	Evidence for **A-4**: SOC and/or NOC operation experience, including LoA/PO/Managed-Service Agreement and supporting BoQ/specification	EQC Table 1, A-4	Mandatory		
21	Evidence for **B-1:** Minimum qualifying project-value experience satisfying 3 × 40% OR 2 × 60% OR 1 × 80% of the Estimated Project Cost, including project-value evidence and identification of the projects relied upon in FORM-V	EQC Table 1, B-1	Mandatory		
22	FORM-V — Details of Past Experience with supporting orders and completion/Go-Live certificates	FORM-V / EQC Table 1	Mandatory		

D	**TABLE 2 — OEM ELIGIBILITY**				
23	O-1 — NG-SIEM reference deployment documentation	EQC Table 2, O-1	For NG-SIEM OEM		
24	O-2 — SOAR/UEBA/DAM reference deployment documentation	EQC Table 2, O-2	For applicable OEM(s)		
25	O-3 — NBAD/IDS/ICS Firewall reference deployment documentation	EQC Table 2, O-3	For applicable OEM(s)		
26	O-4 — NMS/ITSM reference deployment documentation	EQC Table 2, O-4	For applicable OEM(s)		
27	O-5 — Data-Diode reference deployment documentation	EQC Table 2, O-5	For Data-Diode OEM		
28	O-6 — IT/OT Firewall reference deployment documentation	EQC Table 2, O-6	For Firewall OEM(s)		
29	O-7 — Storage & Backup/SAN reference deployment documentation	EQC Table 2, O-7	For applicable OEM(s)		
30	FORM-XXII — Notarised Manufacturer's Authorisation Form for **each offered OEM**, including required back-to-back support commitment	ITB 1.3.3.2(h); EQC O-8	Mandatory for every applicable OEM		
31	OEM declaration that the OEM is not banned/blacklisted/debarred	ITB 1.3.3.2(i); EQC O-9	Mandatory for every applicable OEM		
E	**FINANCIAL QUALIFICATION DOCUMENTS**				
32	FORM-III — CA-certified Financial Details with valid UDIN	EQC Financial Qualification; FORM-III	Mandatory		
33	Audited standalone financial statements for the prescribed five financial years	EQC Financial Qualification	Mandatory; each JV partner separately where applicable		
34	Evidence of positive Net Worth	EQC Financial Qualification	Mandatory		
35	Evidence establishing required MAAT	EQC Financial Qualification	Mandatory		
36	FORM-IV — Bank Certificate establishing available fund-based unutilised line of credit / working-capital position	EQC Financial Qualification; FORM-IV	Mandatory/as applicable to financial qualification; separate for JV partners where required		

37	Evidence establishing Working Capital + eligible fund-based unutilised line of credit of at least the prescribed amount	EQC Financial Qualification	Mandatory		
F	**TECHNICAL AND COMMERCIAL BID DOCUMENTS**				
38	Clause-by-clause compliance statement against Volume-II, supported by applicable OEM datasheets, manuals, test reports and technical literature	ITB 1.3.6; BDS ITB 1.3.3.2(l)	Mandatory		
39	Unpriced Bill of Materials showing offered make, model, part number and quantities	ITB 1.3.3.2(g); BDS	Mandatory		
40	Solution architecture document, including required SOC/NOC architecture and integration approach	BDS ITB 1.3.3.2(l)	Mandatory		
41	Sizing calculations, including applicable EPS, storage, retention and other specified sizing parameters	BDS ITB 1.3.3.2(l)	Mandatory		
42	FORM-VI — Commercial Deviations	FORM-VI	Mandatory; indicate NIL where there is no deviation		
43	FORM-VII — Technical Deviations	FORM-VII	Mandatory; indicate NIL where there is no deviation		
44	FORM-IX — Commercial Questionnaire duly completed	FORM-IX	Mandatory		
45	FORM-X — Guaranteed Technical Particulars duly completed	FORM-X	Mandatory		
46	FORM-XI — Technical Questionnaire duly completed	FORM-XI	Mandatory		
47	FORM-XII — Details of Bid & Contract Drawings submitted with Bid	FORM-XII	Mandatory/as applicable		
48	FORM-XIII — Quality Assurance Programme and Programme Chart	FORM-XIII	Mandatory		

49	Any additional technical certificates, licences, test certificates or supporting documents expressly required by Volume-II for the offered products	ITB 1.3.6 / Volume-II	As applicable		
50	All documents supporting Tables 1 and 2 are serially indexed against the corresponding EQC row numbers	Appendix to ITB-2 / ITB 1.4.1.2	Mandatory		
51	All applicable Addenda/Corrigenda have been taken into account and acknowledged in the Bid	ITB 1.2.3	Mandatory where issued		
52	FORM-XVIII — this completed Checklist is signed and uploaded in Envelope-B	FORM-XVIII	Mandatory		
G	**PRICE BID — ENVELOPE-C**				
53	FORM-II / online Price Schedule/BoQ is duly completed and digitally signed	ITB 1.3.3.3; FORM-II	Mandatory		

Certification by Bidder

We certify that the documents indicated above have been submitted in the appropriate Envelope and that the file/page references furnished in this Checklist correctly identify the corresponding submissions.

Name of Bidder: ________________________
Name of Authorised Signatory: ________________________
Designation: ________________________
Signature: ________________________
Date: ________________________
Seal of Company: ________________________

FORM-XIX: UNDERTAKING

(The following Declaration/Undertaking must be submitted by all the bidders on Non-judicial stamp paper worth Rs.500/- duly notarized)

Ref.:- Tender Reference No. XXXXXXXX.

Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, Assam along with its Operation and Maintenance

I……………………………………………Proprietor/Partner/Authorized Signatory of

M/s…………………………………………………..(bidding firm)having its Registered Office/Head Office at …………………………………………………giving the following undertaking:

I/We undertake that, M/s has participated against AEGCL Tender No. XXXXXXXX due for opening on –. For Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, Assam along with its Operation and Maintenance

a. That, the profile of M/s is as under:-

- **(a)** Address of factory/works/place of business - …………………………………………………
- **(b)** GST Registration No. of the firm - …………………………………………………………
- **(c)** PAN No. of the firm - ……………………………………………………………………………
- **(d)** E-mail address of the firm - ……………………………………………………………………………
- **(e)** Mobile No. ………………………………………………………………………………………………
- **(f)** Name & Branch address of bidder banker - ……………………………………………………..
- **(g)** Bank Account of the firm - ……………………………………………………………………
- **(h)** IFSC Code of the branch for RTGS - ………………………………………………………..
- **(i)** Bank email ID ……………………………………………………………………………………

b. That, I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender' from the website(s) namely: - https://assamtenders.gov.in

c. That, I/We hereby certify that I/We have read all terms and conditions of the tender documents (including all documents like annexures, schedules(s), etc.,), which form part of the Contract Agreement and I/We shall abide hereby the all the terms & conditions and clauses contained therein.

d. That, the corrigendum(s) issued from time to time by AEGCL department/organization too have also been taken into consideration, while submitting this acceptance letter.

e. That, I/We hereby unconditionally accept all the tender terms &conditions of above-mentioned tender document(s)/corrigendum(s) in totality/entirely.

f. That, the I/We have submitted their bid for the complete scope of works as detailed in tender.

g. That all terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us. We shall not seek any deviation from the same in any manner whatsoever.

h. That I/We confirm that the quoted prices are based on firm prices.

i. That I/We confirm that the bidding firm meets the experience criteria stipulated in Tender specification.

j. Regarding Black-listing / Debarring: I/We hereby undertake and submit a declaration that the bidding firm/company are not debarred/black listed or debarring is not alive or contract not terminated by ASEB/AECGL/APDCL/APGCL or by any Government/ Financial Institutions/Banks/RBI/PSUs/any agency or dept. of Govt. of ASSAM (including State Public Sector Undertakings of Assam Govt), its successor companies during the last three years counted up to the date of opening of bid.

k. Regarding Conflict of Interest: That, I/We undertake that the bidding firm do not have conflict of interest with any other parties in this bidding process as per provision of the tender.

l. Pending Litigation: I/We hereby undertake and submit a declaration that all litigation, arbitration and other claims whether pending, threatened or resolved in the last three years, with the exception of immaterial claims with cumulative possible impact are equal to …..% i.e. less than 100% of bidder's net worth. Employer may disqualify bidders in the event that the total amount of pending or threatened litigation, arbitration or other claims represents hundred percent (100%) of the bidder's net worth and is not eligible to be considered.

m. Regarding serving or employee(s) of AEGCL: I/We confirm that I/We am/are not an officer/employee or relative of AEGCL / ASEB

n. Regarding Information / details given: That, I/We am/are not interested as a proprietor and/or partner/ in any other firm participated in the tender, and specifically undertake that the bidding firm/Company: -

– **(a)** Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
– **(b)** Has no conflict of interest with any bidder/firm participating in the tender
– **(c)** Not concealing any material information.
– **(d)** Not given any misleading fact or statement in the offer/bid submitted against the tender.

o. That the Bidding Firm confirms that their offer is achieving the minimum local content target as per PP-LC Policy and/or the equipment/material has been exempted by Ministry of Electronics & Information Technology for such clause.

p. We have read and understood the provision of order no. F. No. 6/18/2019-PPD (Order Public Procurement No.1) dated 23.07.2020 regarding "Restriction under Rule 144 (xi) of General Financial Rules" and F.No. 6/18/18/2019-PPD (Order Public Procurement No.2) dtd. 23.07.2020 regarding "Exclusion from Restriction under Rule 144 (xi) of the General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, [hereinafter collectively referred as "DoE Order"] and any subsequent modifications/Amendments, if any. Particularly, we, the bidder, have read the clause regarding restriction on procurement from a 'bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries. ☐ The Bidding Firm certify that the bidder (and /or their proposed Associates) is/are not from such a country and will not subcontract any work to a subcontractor/ Sub-vendor from such countries and is eligible to be considered. OR ☐ The Bidding Firm certify that the bidder (and /or their proposed Associates) and/or their subcontractor/sub vendor is/are from such country which share a land border with India as brought out in the DoE order. Accordingly, certificate of registration by DPIIT is enclosed.

q. Cyber Security Conformance: ☐ The Bidding Firm certify that Equipment/material being supplied under the provisioning of this tender shall have a valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement(CCRA) and shall be free from any kind of embedded Malware /Trojans/cyber threat. OR ☐ The Bidding Firm certify that Equipment/material being supplied under the provisioning of this tender, if imported/supplied from vendors sourcing from prior reference countries, the Certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is signatory to CCRA and shall be free from any kind of embedded Malware /Trojans/cyber threat. OR ☐ The Bidding Firm shall submit IEC certificate.

I/We confirm that details given are correct to the best of my knowledge. In case, at any stage, if the above declarations from (1 to 17) are found false or incorrect or in case any provisions of this tender are found violated, AEGCL will have full right to cancel /terminate the contract, if awarded and forfeit the EMD/Bid Security & Performance Security Deposit even at a later date i.e. after opening of Price Bid. Further, the AEGCL shall be free to take any punitive/legal action against the bidding firm as may be deemed fit including filing of First Information Report (FIR) & Criminal case and all the consequences in respect of above undertaking shall be in our account only.

[Note: The undertaking should be given by the proprietor / Partner/ / Authorized Signatory only. The successful bidder has to submit the same in original at the time of execution of agreement of the contract.]

PLACE:

DATE

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/

STATUS IN THE FIRM

COMPANY SEAL

FORM-XX: LETTER OF BID

The Bidder shall prepare the Letter of Bid on its letterhead, clearly showing its complete name and address.

Date: [insert date of Bid submission] Bid Identification No.: [insert Bid Identification Number] To: The Chief General Manager, SLDC, Assam Electricity Grid Corporation Limited (AEGCL)

We, the undersigned, declare that:

- **(a)** We have examined and have no reservations to the Bidding Documents, including all Addenda/Corrigenda issued in accordance with ITB Clause 1.2.3.
- **(b)** We meet the eligibility and qualification criteria specified in the Bidding Document.
- **(c)** We have no Conflict of Interest in accordance with ITB Clause 1.1.3, and we have disclosed all actual, potential or perceived conflicts.
- **(d)** We have submitted the required Tender Fee and Bid Security in accordance with the BDS and ITB Clause 1.3.9.
- **(e)** We offer to design, supply, install, integrate, test, commission, operate and maintain the Indigenous SOC and Indigenous NOC, including all Goods, software, licences and Related Services, in conformity with the Bidding Document.
- **(f)** Our Bid shall remain valid for the period specified in the BDS after the Bid-submission deadline and shall remain binding upon us and may be accepted at any time before expiry of that period.
- **(g)** If our Bid is accepted, we undertake to furnish the Performance Security in accordance with ITB Clause 1.6.4 and to sign the Contract in accordance with ITB Clause 1.6.3.
- **(h)** We are not participating as a Bidder, Lead Partner or partner in more than one Bid in this bidding process, except as expressly permitted by the Bidding Document.
- **(i)** We, our JV/Consortium partners, OEMs and proposed Subcontractors are not banned, blacklisted or debarred except as expressly disclosed in our Bid.
- **(j)** We have taken steps to ensure that no person acting for us or on our behalf engages in any activity contrary to the Code of Integrity, anti-corruption requirements or Conflict of Interest provisions of the Bidding Document.
- **(k)** Neither we nor our affiliates have obtained an unfair competitive advantage by participating in preparation of the technical specifications, design or other bidding documents.
- **(l)** We have fulfilled our obligations to pay all taxes payable to the Central Government, State Government or any local authority.
- **(m)** We are not insolvent, in receivership, bankrupt or being wound up; our affairs are not administered by a court or judicial officer; our business activities are not suspended; and we are not subject to proceedings for any of the foregoing.
- **(n)** Our directors, officers and partners have not been convicted of any criminal offence relating to professional conduct, false statements or misrepresentation affecting eligibility for a procurement contract, except as disclosed in the Bid.
- **(o)** We understand that this Bid, together with the Purchaser's written acceptance through the Letter of Acceptance, shall constitute a binding Contract until a formal Contract Agreement is prepared and executed.
- **(p)** We understand that the Purchaser is not bound to accept the lowest evaluated Bid or any other Bid received and may exercise its rights under ITB Clause 1.5.12.
- **(q)** Where we are bidding as a JV/Consortium, we confirm that the Lead Partner shall directly undertake the complete AMC/O&M obligations and that the operational manpower required under Volume-II Part-A, Appendix E shall remain on the direct payroll of the Lead Partner throughout their deployment, in accordance with ITB Clause 1.1.2.4(g) and GCC Clause 37.3A.
- **(h)** We confirm that our quoted basic prices have been determined after considering all eligible Input Tax Credit available to us; that the benefit of such eligible ITC has been passed on to AEGCL; and that we shall comply with the GST invoicing, return-reporting, tax-payment, credit-note and reimbursement obligations specified in the Bidding Document.

Name of Bidder: ______________________________ Name of JV/Consortium, if applicable: ______________________________ Name and title of authorised signatory: ______________________________ Signature: ______________________________ Date: ______________________________ Official seal: ______________________________

FORM-XXI: BIDDER INFORMATION FORM

The Bidder shall fill in this Form without altering its format. For a JV/Consortium, the Lead Partner and each partner shall furnish the applicable information.

Date: [insert date of Bid submission] Bid Identification No.: [insert number]

a. Legal name of Bidder / Lead Partner: ______________________________

b. Legal form and constitution: [company / firm / LLP / JV / Consortium / other] ______________________________

c. Year and place of registration or incorporation: ______________________________

d. Registered office address: ______________________________

e. Correspondence address: ______________________________

f. Corporate Identification Number / registration number: ______________________________

g. PAN: ______________________________

h. GSTIN: ______________________________

i. Website: ______________________________

j. Nature of business and principal activities: ______________________________

k. Years of experience in SOC, NOC, cybersecurity, IT/OT security, data-centre, networking, system-integration or similar work: ______________________________

l. Details of JV/Consortium partners, where applicable:

Sl. No.	Legal name of partner	Registered address	Percentage participation	Role and responsibility
1				
2				

13. Authorised representative:

Particular	Details
Name	
Designation	
Address	
Telephone / Mobile	
Email	

14. Details of offered OEMs and principal products:

Sl. No.	Solution / product	OEM legal name	OEM address	Manufacturing / development location	Authorization enclosed
1					
2					

15. Major Government/PSU/regulated-sector clients and similar projects completed during the period specified in Appendix to ITB-2: [attach details in FORM-V].

16. Bank-account particulars:

Particular	Details
Name of Bank	
Branch and address	
Account name	
Account number	
IFSC	
Type of account	

17. Details of sister companies, subsidiaries, affiliates, common ownership or common management relevant to the Conflict of Interest declaration: ______________________________
18. Details of litigation, debarment, blacklisting or other material proceedings, if any: ______________________________

Signature of authorised signatory: ______________________________ Name and designation: ______________________________ Date and seal: ______________________________

FORM-XXII: MANUFACTURER'S LETTER OF AUTHORIZATION

(to be executed on non-judicial stamp paper…and notarised)

Date: [insert date] Bid Identification No.: [insert number] To: The Chief General Manager, SLDC, AEGCL

WHEREAS we, [insert full legal name and address of OEM], are the original manufacturer/developer of the products and solutions listed below, we hereby authorize [insert full legal name and address of Bidder] to submit a Bid offering such products and solutions for the Establishment of Indigenous Security Operation Centre (SOC) and Indigenous Network Operation Centre (NOC) at SLDC, Guwahati of AEGCL, and, if selected, to negotiate and sign the Contract.

Sl. No.	Offered solution / product	Make	Model / part number	Country of origin	Relevant quality/security certification
1					
2					

We confirm and undertake that:

- **(a)** The offered products are genuine, current, supported products and conform to the Bidding Document.
- **(b)** We shall provide full back-to-back technical support, licences, updates, upgrades, patches, warranty, spares, replacement and maintenance support for the entire Contract and AMC/O&M period.
- **(c)** We shall make available OEM-certified technical resources and escalation support required for design, sizing, installation, integration, testing, commissioning, tuning and operation of the solution.
- **(d)** We shall honour the performance, warranty, cybersecurity, end-of-life, end-of-support and end-of-service commitments furnished with the Bid.
- **(e)** We shall provide documentary evidence, product road maps, licences, certificates and technical information requested by AEGCL for verification.
- **(f)** We shall remain jointly responsible with the authorised Bidder for the genuineness of the offered products and for fulfilment of OEM obligations stated in the Bidding Document and this authorization.
- **(g)** This authorization shall remain valid for the Bid-validity period and, upon award, throughout the Contract and AMC/O&M period.

For and on behalf of the OEM:

Authorised signature: ______________________________ Name: ______________________________
Designation: ______________________________ Address: ______________________________
Telephone / Email: ______________________________ Date and official seal:
____

FORM-XXIII: POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on non-judicial stamp paper of the value required under applicable law and notarised. In the case of a JV/Consortium, the Power of Attorney shall be executed in the manner required under ITB Clause 1.1.2.4.)

POWER OF ATTORNEY

We, [insert legal name and registered-office address of Bidder / JV or Consortium partners], hereby constitute, appoint and authorize Mr./Ms. [insert name and residential address], presently employed with us and holding the position of [insert designation], as our true and lawful attorney to do in our name and on our behalf all acts, deeds and things necessary or incidental in connection with our Bid for the "Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, Guwahati of AEGCL", including signing and submitting the Bid and all accompanying documents; making corrections or clarifications; attending meetings, presentations, Proof of Verification and negotiations; providing information to AEGCL and its representatives; receiving notices and instructions; and generally representing and binding us in all matters connected with the Bid and, where authorised, execution of the Contract.

We agree to ratify and confirm all lawful acts, deeds and things done by the said attorney under this Power of Attorney, and all such acts shall be deemed to have been done by us.

Executed on this ______ day of __________, 20____.

For [name of executant]: ______________________________ Signature: ______________________________ Name and designation: ______________________________ Registered address: ______________________________ Common seal, where applicable: ______________________________

Accepted by the Attorney:

Signature: ______________________________ Name: ______________________________ Date: ______________________________

Witnesses:

1. Name, address and signature: ______________________________

2. Name, address and signature: ______________________________

Notes:

- **(a)** Execution shall comply with the applicable law and constitutional documents of the executant.
- **(b)** Where a Director or key official signs under a valid Board Resolution, a certified copy of the resolution may be enclosed where permitted by the BDS.
- **(c)** A Power of Attorney executed outside India shall be authenticated, legalised/apostilled and stamped in accordance with applicable Indian law.
- **(d)** For a JV/Consortium, legally authorised signatories of all partners shall authorize the Lead Partner and/or authorised representative as required by the JV/Consortium Agreement and ITB Clause 1.1.2.4.

SECTION 3 — CONTRACT FORMS (CF)

PRO-FORMA-I – Undertaking for Completeness of Material
PRO-FORMA-II – Certification for Price Variation (No Negative Variation)
PRO-FORMA-III – Certification for Price Variation (Negative Variation)
PRO-FORMA-IV – Undertaking
PRO-FORMA-V – Bank Guarantee for Performance Security
PRO-FORMA-VI – Draft Agreement Form
PRO-FORMA-VII – Letter of Acceptance

PRO-FORMA-I: UNDERTAKING FOR COMPLETENESS OF MATERIAL

We hereby undertake to confirm that Software, Hardware & all other items as mentioned in BoQ have been supplied by us complete with all accessories as specified in Schedule attached with order no. _ dated received by us.

While all the accessories associated with the equipment have been supplied, we undertake to supply any minor item which might not have been mentioned in the subject schedule but may be necessary for satisfactory operation of the equipment.

Signature of Authorized Signatory with seal of the Company Place:-

Date:-

PRO-FORMA-II: CERTIFICATION FOR PRICE VARIATION (FOR NO NEGATIVE PRICE VARIATION)

Date: [Insert Date]

To, CGM (SLDC), Assam Electricity Grid Corporation Limited, Guwahati.

Sub: Certification for No Negative Price Variation – [Insert Order No. & Date]

Dear Sir,

We hereby certify that there is NO NEGATIVE PRICE VARIATION applicable to the equipment/material covered under our invoice No. [Insert Invoice No.] dated [Insert Date] against your Order No. [Insert Order No.].

We confirm that the prices charged are in accordance with the contract and no downward price adjustment is applicable as per the prevailing IEEMA/industry standards or statutory regulations at the time of inspection/dispatch. The contract price quoted by us remains valid and applicable.

Signature of Authorized Signatory with seal of the Company

PRO-FORMA-III: CERTIFICATION FOR PRICE VARIATION (FOR NEGATIVE PRICE VARIATION)

Date: [Insert Date]

To, CGM (SLDC), Assam Electricity Grid Corporation Limited, Guwahati.

Sub: Certification for Negative Price Variation – [Insert Order No. & Date]

Dear Sir,

We hereby certify that there is a NEGATIVE PRICE VARIATION applicable to the equipment/material covered under our invoice No. [Insert Invoice No.] dated [Insert Date] against your Order No. [Insert Order No.].

Details of the price variation are as follows:

S.No.	Item Description	Contract Basic Price (Rs.)	Applicable Revised Basic Price (Rs.)	Negative Variation (Rs.)
1				
2				

We confirm that the basic price has been reduced to the extent of the negative price variation mentioned above. Supporting documentary evidence (e.g., certified IEEMA circulars) is attached herewith.

Signature of Authorized Signatory with seal of the Company

PRO-FORMA-IV: UNDERTAKING

We, M/s. [Insert Company Name], having our registered office at [Insert Address], hereby undertake and declare that:

a. We shall faithfully perform all our obligations under the Contract Agreement.

b. We shall abide by all the terms and conditions stipulated in the General Conditions of Contract (Section 4)

c. We shall indemnify and keep indemnified the Purchaser against all losses, damages, claims, and expenses arising out of our performance or non-performance under the Contract.

d. We shall not assign or transfer the Contract or any part thereof without the prior written consent of the Purchaser.

Signature of Authorized Signatory with seal of the Company

PRO-FORMA-V: BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate legal value)

Bank Guarantee No.: ……………………………………….. **Date:** …………………………. **Address of Guarantor Bank:** ………………………………………………………………….. (e_mail) ………… (Fax No.) …………

Address of beneficiary ("Contracting Agency"): CGM , SLDC,

State **Load Despatch Centre,**

AEGCL, Guwahati — 781019, Assam e-mail: cgm.sldc@aegcl.co.in

Dear Ladies and/or Gentlemen,

a. Vide Notification of Award issued No. …………………………….. Dated and Order No. ……………………………….. dated ………………….., having its Principal place of business at ………………………………………… and Registered Office at ……………………(“the Contractor”) concerning ………………………………….. (Name & Scope of Contract) against Tender Specification No. XXXXXXXX

b. By this letter we, the undersigned, ………*(insert name & address of the issuing bank)* , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of …….. and having its Registered/Head Office at *(insert address of registered office of the bank)*…………. do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Project Cost (Supply, Installation & Commissioning).

c. We, the undersigned (BANK) (" Guarantor "), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your Notice of Demand any amount up to a total of Rs. XX YY (words:)

d. We undertake to pay to the “ASSAM ELECTRICTY GRID CORPORATION LIMITED” any money so demanded notwithstanding any dispute or disputes raised by the —“Contractor” or their subsidiary companies, in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the “Contractor” shall have no claim against us for making such payment.

e. Notwithstanding anything to the contrary, “Contracting Agency’s” decision as to whether the “Contractor” had made any default or defaults or failed to duly perform any of the terms & conditions of the aforementioned contract/ order and the amount to which “Contracting Agency” is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask “Contracting Agency” to establish its claims under this guarantee but, we shall pay the sum demanded to the extent of guaranteed amount, without any objection or query and without cavil or argument. The decision of “Contracting Agency” that any sum has become payable shall be final and binding on us.

f. We hereby agrees to extend the period of this Bank Guarantee by executing a supplementary deed as may reasonably be necessary to discharge the Contractor’s obligation under this Guarantee.

g. We hereby also agree that during currency of the Guarantee herein given, or during the period of extension, this Guarantee shall not be revoked even with a notice by us.

h. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

i. In the event of any claim under this guarantee, payment shall be immediately effected **On Same Day** to your Bank through RTGS in the following account;

SLDC ACCOUNT NO.: 10821405160

IFS CODE: SBIN0003030

BRANCH: STATE BANK OF INDIA, DISPUR BRANCH

In case of failure of RTGS or change in above details, the payment shall be made through Demand Draft immediately. Any change in the Bank account shall be informed to us.

10. It is understood that you will return this Bank Guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

11. Except for the Notice for Demand, no other document or other action shall be required, notwithstanding any applicable Law or Regulation.

12. The Court of Guwahati shall have exclusive Jurisdiction in all matters of all disputes in respect of above Bank Guarantee.
13. This guarantee shall expire no later than DD/MM/YYYY or upto extended period. By this date we must have received any claims for payment by Notice for Demand letter sent to us through email or through Fax or in person.
14. This guarantee is governed by the laws of INDIA.

Encl: Annexure - 1 (Notice of Demand Format)

Place, Guarantor Seal & Signature Date

PRO-FORMA-VI: DRAFT AGREEMENT FORM

The successful Bidder shall complete this form in accordance with the Letter of Acceptance and the Contract Documents.

AGREEMENT

This Agreement is made on the ______ day of __________, 20____,

BETWEEN

Assam Electricity Grid Corporation Limited (AEGCL), a Government of Assam undertaking having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati – 781001, Assam, India (hereinafter called the **"Purchaser"** or **"AEGCL"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the one part;

AND

[insert full legal name of Supplier], a [company/firm/JV/Consortium] incorporated or constituted under the laws of [insert jurisdiction], having its registered office at [insert address] (hereinafter called the **"Supplier"** or **"Contractor"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the other part.

WHEREAS the Purchaser invited Bids for the establishment of the Indigenous Security Operation Centre (SOC) and Indigenous Network Operation Centre (NOC) at SLDC, Guwahati of AEGCL, including the supply of Goods, software, licences and Related Services, and has accepted the Supplier's Bid through Letter of Acceptance No. __________ dated __________ for the Contract Price of ₹__________ [amount in words].

The Purchaser and the Supplier agree as follows:

a. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to herein.
b. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract Documents:

- **(a)** this Contract Agreement;
- **(b)** the Letter of Acceptance;
- **(c)** the Letter of Bid;
- **(d)** Addenda/Corrigenda, if any;
- **(e)** the Particular Conditions of Contract;
- **(f)** the General Conditions of Contract;
- **(g)** Volume-II, including the Technical Specifications, Scope of Work, Schedule of Requirements, Implementation Schedule and Service-Level/Availability requirements;
- **(h)** the completed Price Schedules, Bill of Quantities and other Schedules;
- **(i)** the Supplier's accepted technical proposal, drawings, Bill of Materials and compliance statements; and
- **(j)** any other document expressly listed in the Letter of Acceptance or Contract as forming part of the Contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services, complete the Facilities, and remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in accordance with the laws of India on the date first stated above.

For and on behalf of the Purchaser — AEGCL

Signature: ______________________________ Name: ______________________________
Designation: ______________________________ Date: ______________________________ Official seal: ______________________________ Witness: ______________________________

For and on behalf of the Supplier

Signature: _______________________________ Name: _______________________________
Designation: _______________________________ Date: _______________________________ Official seal: _______________________________ Witness: _______________________________

PRO-FORMA-VII: LETTER OF ACCEPTANCE

(On the letterhead of Assam Electricity Grid Corporation Limited)

Date: ______________________________ Letter No.: ______________________________

To: [Name and address of successful Bidder]

Subject: Letter of Acceptance / Award of Contract

This is to notify you that your Bid dated [insert date] for the "Establishment of Indigenous Security Operation Centre (SOC) & Indigenous Network Operation Centre (NOC) at SLDC, Guwahati of AEGCL" against Bid Identification No. [insert number] is hereby accepted by AEGCL for a Contract Price of ₹[insert amount in figures] (Rupees [insert amount in words]), as corrected and modified in accordance with the Instructions to Bidders and the accepted Price Schedules.

You are requested to:

- **(a)** furnish the Performance Security in accordance with ITB Clause 1.6.4 and the Conditions of Contract; and
- **(b)** sign the Contract Agreement in accordance with ITB Clause 1.6.3 within fifteen (15) days from receipt of this Letter of Acceptance, or within such other period expressly notified by AEGCL.

Until the formal Contract Agreement is executed, this Letter of Acceptance, together with your accepted Bid and the documents incorporated therein, shall constitute a binding Contract.

Authorized signature: ______________________________ Name and designation: ______________________________ For Assam Electricity Grid Corporation Limited Date and official seal: ______________________________

ANNEXURE-I (For encashment of BG)

NOTICE OF DEMAND

To, The Manager, (Name & Address of Branch) ………………………………………. Fax No. ……………………… e-mail: ……………………….

Sub: Encashment of Bank Guarantee **Ref:** i. Our Tender Specification No ……….. ii. Our Notification of Award / Order No.& Date ……….. iii. Bank Guarantee No………. dated. issued by your branch.

Dear Sirs,

M/s…………… (*Contractor*) has furnished the above Bank Guarantee (Reference iii) issued by your Bank for ₹…………. (amount in words ₹ ……….) towards security against above Tender Specification (Reference - i) / NoA/order (Reference ii).

Since the Contractor is in breach of its obligation under the contract / have not submitted validity extension deed of the BG despite our request, hence, we hereby demand for encashment of aforesaid Bank guarantee for it’s full amount. It is requested to remit the full amount immediately through RTGS as per details given in B.G. In case of failure of RTGS, the payment be made through Demand Draft immediately and handover the same to the bearer of this Notice.

Please acknowledge the receipt of this “Notice of Demand”.

Yours sincerely, **CGM (SLDC)**

Copy to: -

The Reserve Bank of India, …………………………

SECTION 4 — GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- **(a)** “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- **(b)** “GC” means these General Conditions of Contract.
- **(c)** “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- **(d)** “PC” means the Particular Conditions.
- **(e)** “Project Site” means the place of the final destination, namely the State Load Despatch Centre (SLDC), Guwahati, Assam, as further specified in the PC.
- **(f)** “Purchaser” means the entity purchasing the Goods and Related Services, namely Assam Electricity Grid Corporation Limited (AEGCL), as specified in the PC.
- **(g)** “Purchaser’s Country” is India.
- **(h)** “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their final destination.
- **(i)** “Supplier” (also referred to as the “Contractor”) means the person(s) whose Bid to perform the Contract has been accepted by the Purchaser and the legal successors in title to this person(s).

2. Contract Documents

2.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Corrupt or Fraudulent Practices

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days’ notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the Contract, and the provisions of GC Clause 31 shall apply as if such expulsion had been made under GC Sub-Clause 31.1.

3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that employee shall be removed.

4. Interpretation

4.1 In the Contract, except where the context requires otherwise:

- **(a)** words indicating one gender include all genders;
- **(b)** words indicating the singular also include the plural and words indicating the plural also include the singular;
- **(c)** the word “Tender” is synonymous with “Bid”, “Tenderer” with “Bidder”, and “Tender Documents” with “Bidding Documents”; and
- **(d)** “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- **(e)** The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.2 **Entire Agreement.** The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements, whether written or oral, made by the parties with respect to the subject matter of the Contract before the date of the Contract.

4.3 Amendment. No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorised representatives of both parties.

4.4 Non-Waiver.

- **(a)** Subject to GC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract, or the granting of time by either party to the other, shall prejudice, affect, or restrict the rights of that party under the Contract; neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.
- **(b)** Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.6 Country of Origin. "Origin" means the place where the Goods have been grown, mined, cultivated, produced, manufactured, and for which services are provided; or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components.

5. Language

5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PC (English).

5.2 The Supplier shall bear all costs of translation into the governing language and all risks relating to the accuracy of such translation for documents provided by the Supplier. Where there is any inconsistency between a translation and the original document, the English translation accepted under the Contract shall govern for purposes of interpretation, without relieving the Supplier of responsibility for its accuracy.

6. Notices

6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt.

6.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of India.

8. Settlement of Disputes

8.1 The Purchaser and the Supplier shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

8.2 **Dispute Redress Mechanism.** Before commencement of arbitration, the dispute shall be referred through the following two-tier mechanism:

- **(a) First Tier — Procuring Entity Level Dispute Redress Committee:** a committee constituted by AEGCL and headed by the Managing Director, AEGCL, or an officer authorised by the Managing Director, shall examine and decide the dispute after giving both parties a reasonable opportunity to present their case.
- **(b) Second Tier — State Redress Committee:** a party aggrieved by the decision of the Procuring Entity Level Dispute Redress Committee, or where no decision is issued within the period prescribed under the applicable procurement rules, may refer the matter to the State Redress Committee or other

competent State-level dispute-redress body constituted under the applicable Government of Assam procurement framework.

8.3 If the dispute is not settled through the above dispute-redress mechanism and the parties have failed to resolve it within twenty-eight (28) days after reference to the applicable tier, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, and no arbitration in respect of the matter may be commenced unless such notice is given. Any dispute or difference for which a notice of intention to commence arbitration has been issued shall be finally settled by arbitration. Arbitration may commence before or after delivery of the Goods under the Contract. Arbitration shall be conducted in accordance with the laws of India. The place of arbitration shall be Guwahati, Assam, and the language of arbitration shall be English.

8.4 Notwithstanding any reference to arbitration herein,

- **(a)** the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- **(b)** the Purchaser shall pay the Supplier any monies due to the Supplier.

9. Scope of Contract

9.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design and the manufacture (including procurement, quality assurance, construction, installation, pre-commissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in Volume-II Part-A, Section 1.12 (Owner's/Employer's Responsibilities) and Section 4.16 (Employer's Responsibilities) of the Technical Specifications, or any other requirements specified in the Contract.

The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities, as if such work and/or items and materials were expressly mentioned in the Contract.

The Contractor shall supply spare parts required for the operation and maintenance of the SOC for a minimum period of five (5) years from Completion of the Facilities, to maintain the desired uptime defined in Volume-II Part-A, Section 4.2 (System Availability Requirements). The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment (refer Volume-II Part-A, Appendix G — List of Mandatory Spares). If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply of such spares identified by the Employer, with a validity period of six (6) months, within thirty (30) days of receipt of request from the Employer, for its consideration and placement of order.

10. Time for Commencement and Completion

10.1 The Contractor shall commence work on the Facilities immediately after award of Contract as per the Work Program clause of the GC. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule / bar chart detailed in the GC and agreed by the Contractor, and shall attain Completion of the Facilities within the period specified in the GC / Bid Data Sheet of placement of Contract.

11. Contractor's Responsibilities

11.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install, supply and complete the Facilities in accordance with the Contract. When completed, the Facilities shall be fit for the purposes for which they are intended, as defined in the Contract. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 9, and the Delivery Schedules, as per GC Clause 10.

11.2 The equipment shall be complete in every respect with all minor fittings and accessories, even though those may not be specifically mentioned in the Purchaser's specification or the Bidder's offer. The Supplier shall not be eligible for any extra price in respect of such minor fittings and accessories which can be considered as an essential part of the basic equipment, even though not specifically mentioned in the specification or the offer. If any minor accessory has not been stipulated but is essentially required for satisfactory operation of the equipment, the same shall be deemed to have been included in the prices and shall be supplied by the successful Bidder without any extra cost. An undertaking shall also be required to be given as specified in the GC.

12. Contract Price

12.1 Prices charged by the Supplier for Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid / accepted by the Supplier, with the exception of any price adjustments authorised in the PC.

13. Terms of Payment

13.1 The Contract Price shall be paid as specified in the PC.

13.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods and Related Services delivered, and by the documents submitted pursuant to GC Clause 11 and upon fulfilment of all other obligations stipulated in the Contract.

13.2.1 Where GST is charged, the Supplier shall submit a valid GST-compliant tax invoice containing all particulars prescribed under applicable law, including the GSTIN of the Supplier and AEGCL, invoice particulars, HSN/SAC classification, place of supply, taxable value, applicable GST rate and GST amount. Where e-invoicing is applicable, the invoice shall contain a valid Invoice Reference Number and QR code.

13.3 Payments shall be made promptly by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

13.4 The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.

14. Taxes and Duties

14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and statutory liabilities incurred in connection with performance of the Contract, except GST expressly payable by the Purchaser in accordance with the Contract.

14.2 The basic Contract Prices shall be deemed to have been arrived at after considering all eligible Input Tax Credit available to the Supplier on inputs, input services and capital goods used for execution of the Contract.

14.3 GST shall be indicated and invoiced separately at the applicable statutory rate against the actual taxable value, subject to submission of valid documentary evidence.

14.4 The Supplier shall comply with all applicable GST requirements, including correct issuance and reporting of invoices, filing of returns, payment of tax and timely rectification of discrepancies attributable to the Supplier.

14.5 Any loss, denial, reversal, blockage or delay of eligible ITC suffered by AEGCL due to an act, omission or non-compliance attributable to the Supplier shall be made good by the Supplier in accordance with the Particular Conditions.

14.6 Any additional ITC, exemption, reduction in GST rate or other tax benefit becoming available to the Supplier and attributable to the Contract shall be passed on to AEGCL through a corresponding reduction in price, invoice adjustment or credit note, as applicable under law.

14.7 AEGCL's entitlement to avail ITC shall at all times remain subject to its eligibility under the applicable GST laws.

15. Performance Security

15.1 Performance Security shall be furnished as follows:

- **(a)** The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the Project Cost (Supply, Installation & Commissioning), with a validity up to ninety (90) days beyond the date of System Acceptance / Taking-Over Certificate.
- **(b)** The Contractor shall also, within twenty-eight (28) days of commencement of System Operation & Maintenance, provide a performance security for the due performance of the Contract in an amount equivalent to ten percent (10%) of the AMC Contract Price, with a validity up to ninety (90) days beyond the five (5) years AMC Period.
- **(c)** The performance security shall be in the form of an unconditional Bank Guarantee as per the format attached in Section 3 (Contract Forms) of Volume-I of the Bidding Documents.
- **(d)** Failure to submit the Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. If the performance security is not submitted within twenty-eight (28) days of the notification of award / commencement of System Operation & Maintenance, AEGCL may at its discretion recover an amount equal to 0.25% of the amount of performance security per week of delay or part thereof, subject to a maximum of 5%, from the Contractor's / Supplier's subsequent bills. The delay period shall be counted excluding the initial submission time of 28 days. However, if the performance security is not submitted one week prior to expiry of the Bid Security, the Bid Security shall be encashed. The NSIC / SSI certificate of such Bidder may not be considered for exemption from Bid Security against future tenders.

15.2 The performance security shall be retained till the periods mentioned in Clause 15.1 or settlement of liabilities, whichever is later.

15.3 Bidders may please note that the successful Bidder, after completing supply against the order, shall furnish a statement in duplicate to the Purchaser showing the details of despatches made (such as DI No. & date, consignee, equipment and quantity despatched).

15.4 At the time of returning the performance security, information regarding outstanding liabilities is required from various consignees to whom despatches have been made. A copy of the intimation of despatches and liabilities is endorsed to the Supplier by the consignee. While submitting a requisition for return of performance security, a photocopy of the statement of liabilities issued by all consignees should be submitted by the Supplier, so as to avoid delay in return of the performance security.

15.5 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

15.6 The Performance Security shall be denominated in Indian Rupees and shall be in the format stipulated by the Purchaser in Section 3 (Contract Forms).

15.7 The Bank Guarantee for Performance Security is to be provided by the Contractor, which should be issued either:

- **(a)** by a Public Sector Bank located in India, or
- **(b)** by a scheduled Indian Bank having paid-up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance with the capital adequacy ratio requirement).

16. Copyright

16.1 The copyright in all drawings, documents, and other material containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier; or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. Confidential Information

17.1 The Purchaser and the Supplier shall keep information confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

17.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

17.3 The obligation of a party under GC Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:

- **(a)** now or hereafter enters the public domain through no fault of that party;
- **(b)** can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- **(c)** otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

17.4 The above provisions of GC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

17.5 The provisions of GC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

18. Specifications and Standards

18.1 Technical Specifications and Drawings.

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Volume-II of the Bidding Document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof, provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in Volume-II of the Bidding Document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GC Clause 29.

19. Packing and Documents

19.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract / Despatch Instruction to be issued separately. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

19.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PC, and in any other instructions ordered by the Purchaser.

20. Insurance

20.1 The Supplier shall remain responsible for any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of the Goods until delivery at the final destination, subject to GC Sub-Clauses 20.2 and 20.3.

20.2 While transit insurance is not covered under the scope of supply, it shall be the responsibility of the Supplier to arrange transport through a duly registered Transport Agency and ensure proper packing so that there is no damage to the equipment and its accessories during transportation. Any loss or damage caused to the material during transit due to negligence on the part of the Supplier shall be made good by the Supplier free of all charges within one month from the date of intimation by the Purchaser’s consignee to this effect. The intimation will be sent within thirty (30) days of receipt of equipment and its accessories at site.

20.3 In case of any loss / damage, it may be explicitly noted by the Supplier that the responsibility of lodging of the claim and its settlement with the Insurance company will rest on the Supplier, as all such losses shall be exclusively borne by the Supplier only.

21. Transportation

21.1 The material shall be despatched by ROAD TRANSPORT through a Registered Transport Agency on a door-delivery, freight-paid basis to the destination. It is the responsibility of the Supplier to ensure safe delivery of material at the site store / Transmission store of the Purchaser anywhere in the State of Assam, as per despatch instructions to be issued separately. The transportation includes material loading at the Supplier’s works, transportation, and safe delivery of material including unloading at the Purchaser’s site store / Transmission store (as the case may be).

21.2 Bidders are advised to intimate well in advance to the Purchaser’s consignee regarding despatch of material on his contact no. / mobile no., followed by written confirmation, on receipt of despatch instructions, so that necessary arrangements could be made by him to take delivery of material at store / site. The Supplier shall depute its representative immediately on arrival of material at the destination to arrange proper stacking and conducting physical verification to establish shortages / damages, if any, which should be replenished in the shortest possible time, say, within two / three weeks. On account of the above, if any delay occurs in issuance of MRC, the same shall be to the Supplier’s account. If the Supplier fails to make good the loss or damage caused to the material, the consignee(s) shall be free to repair the damages / replace the shortages / losses from other sources and they shall be free to recover the cost of such material / expenses of repairs either from the Supplier’s balance bills or from the performance security as deemed fit.

21.3 In addition to the foregoing:

- **(a)** The Contractor shall at its own risk and expense transport all the materials and the Contractor’s Equipment to the Site.
- **(b)** Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor’s Equipment.
- **(c)** Upon despatch of each shipment of materials and the Contractor’s Equipment, the Contractor shall notify the Employer by email of the description of the materials and of the Contractor’s Equipment, the point and means of despatch, and the estimated time and point of arrival at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.
- **(d)** The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor’s Equipment to the Site. The Employer shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor’s Equipment to the Site.

22. Inspections and Tests

22.1 The Supplier shall, at its own expense and at no cost to the Purchaser, carry out all such tests and/or inspections of the Goods and Related Services as are specified in the PC.

22.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the PC. Subject to GC Sub-Clause 22.3, if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

22.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC Sub-Clause 22.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance, including, but not limited to, all travelling and board and lodging expenses.

22.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice (at least fifteen (15) days in advance), including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

22.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such tests and/or inspections impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

22.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

22.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof, or make alterations necessary to meet the specifications, at no cost to the Purchaser, and shall repeat the test and/or inspection at no cost to the Purchaser, upon giving a notice pursuant to GC Sub-Clause 22.4.

22.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC Sub-Clause 22.6, shall release the Supplier from any guarantee or other obligations under the Contract.

22.9 All machinery, apparatus or material supplied will be subject to inspection and approval by the Purchaser's representative before despatch, if possible, otherwise on arrival at the destination. Inspection before despatch will not, however, relieve the Supplier of his responsibility to supply strictly in accordance with the specifications.

22.10 All machinery, apparatus and material shall conform to the provisions of any Statutory Acts such as the Indian Electricity Act, the Indian Factory Act, the Indian Boiler Act, etc., and the corresponding rules and regulations as may be applicable.

22.11 The Purchaser's representatives shall be entitled at all reasonable times during manufacture to inspect, examine and test at the Contractor's premises the material and workmanship of the material to be supplied under this Contract.

22.12 Stage Inspection: Wherever specified in the Contract, the successful Bidder shall ensure making offers at the required stages of manufacture. They shall also ensure that manufacturing activity beyond specified stages is undertaken only after satisfactory stage inspection of that stage.

22.13 For inspection / testing, the Supplier shall intimate the Purchaser fifteen (15) days in advance about readiness of material as per the scheduled delivery, so that action may be taken for getting the material inspected. The material shall not be despatched unless waiver of inspection is obtained or the material is inspected by the Purchaser's authorised representative. When the material has passed the specified tests, the Purchaser's representative shall furnish a certificate jointly signed by him and the Contractor's representative to this effect in writing to the Contractor in any case. While notifying the readiness of the equipment, the routine test certificates shall invariably be sent. The final inspection of material shall be organised by the Purchaser only after receipt of routine test report for the offered material. The material shall not be despatched unless the test certificates are approved. These test certificates should be in accordance with the latest issue of the relevant Indian Standards or as approved by the order-placing authority.

22.14 For the purpose of inspection, it will be the duty of the Supplier to provide to the inspecting officer the detailed order, approved drawings, comments (if any) on the drawings and amendments (if any) made in any term / condition / specification / GTP of the order, and all relevant IS, IEC and standards. Failure to provide documents demanded by the inspector shall render the inspection a "Fake Inspection Call" and the relevant penalty may be imposed on the Supplier on this account.

22.15 All such Suppliers who, after giving an inspection call, do not offer material to the inspecting officer for inspection due to one or the other reason, shall be required to remit all expenses incurred in organising inspection, including travel expenses, plus a sum of Rs. 10,000/- per officer per inspection call or as specified in the PC.

23. Penalty (Liquidated Damages)

23.1 Except as provided under GC Clause 28, if the Supplier fails to deliver any or all of the Goods or Related Services by the Completion date specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the PC of the delivered price of the delayed Goods or Related Services for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage specified in the PC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GC Clause 31.

23.2 In case of delayed delivery of material, the Purchaser may at its option impose a penalty calculated at the above rate for such portion of equipment delivered which cannot be put to use for which it was meant, as a consequence of such delay. If supply of accessories is delayed, penalty on the FOR Destination price of the complete equipment shall be applicable.

23.3 In case of delay in execution of the order, the penalty shall be levied in parts as per the following:

- **(a)** The Date of Offer (material readiness date) shall be compared with the Contractual Delivery Date. If the Date of Offer exceeds the Contractual Delivery Date, then penalty shall be levied for such excess period as per the specified rate for the specified period.
- **(b)** The actual date of receipt of material shall be compared with the date of despatch instruction plus the specified number of days mentioned therein for delivery. If the actual date of receipt of material exceeds the date so arrived at, then penalty shall be levied for such excess period as per the specified rate for the specified period.
- **(c)** Both penalties shall be computed separately and independently of each other.
- **(d)** If the contractual delivery date / period is still pending and there is a delay in the receipt of material, then in such case the period of delay will be calculated by counting the number of days from the date so arrived at (by adding the specified number of days to the date of despatch instruction) up to the actual date of receipt of material. The penalty will be levied for such period of delay as per the specified rate for the specified period.

23.4 In case any of the equipment / accessories is found to be defective in material or workmanship or develops defects during service, the same shall be replaced / repaired by the Supplier free of all charges within 30 days or within a reasonable period as defined in the LOA / order, as per specific agreement with the order-placing authority, from the date of receipt of intimation. In case of delay in replacement / repair of equipment / accessories, the Purchaser may at its option recover penalty at 0.5% of the FOR Destination (landed cost without taxes) price for each week or part thereof, subject to a maximum of 10%.

23.5 In case of delay in delivery, in addition to the penalty amount, the GST on penalty may also be deducted as per applicable rules.

23.6 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GC Clause 30, the Contractor shall pay to the Employer liquidated damages at 0.5% of the total contract price of work per week or part thereof, subject to a maximum of 10% of the contract price of that particular work, which shall be deducted from the Contractor's bills of that work. Once the maximum, i.e. 10%, is reached, the Employer may consider termination of the Contract.

23.7 It may be noted that if the sum of applicable Liquidated Damages or any other liabilities exceeds the balance amount due for payment to the Contractor for the work, then in such case the same shall be recovered from the pending bills of the other works, and in case some amount still remains to be recovered, the same shall be recovered from the Bank Guarantee available with the Employer towards ~~Advance Payment Guarantee /~~ Retention Money Guarantee / Performance Guarantee.

24. Guarantee (Warranty)

24.1 The Supplier shall guarantee that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and material, unless provided otherwise in the Contract.

24.2 Subject to GC Clause 18, the Supplier further shall guarantee that the Goods shall be free from defects arising from any act or omission of the Supplier, or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Purchaser's Country where the Project Site is located.

24.3 The guarantee shall remain valid for the period specified in the PC.

24.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects, together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

24.5 The following conditions shall also be applicable for the Contract to be placed against the tender:

- **(a)** In case any defect in the equipment / material is found within the system acceptance, the same will be replaced / repaired by the Supplier on a free-of-cost basis. The replacement / repair will have to be organised by the Supplier expeditiously and preferably within one week. If repair / replacement is not organised within one week of notice of defects / failure being sent, the Purchaser shall recover the cost of such equipment / material from available payments / performance security, as the case may be, without further notice and with such penalty as it may deem appropriate for non-compliance of contractual obligations.
- **(b)** If, for the purpose of replacement / repairs, the equipment / material is required to be despatched to the Supplier's works, all charges towards transportation / insurance / packing and forwarding will have to be borne by the Supplier for to-and-fro despatches.
- **(c)** If the equipment / material develops a defect within system acceptance after installation at site, for the purpose of replacement / repairs the same will have to be dismantled and taken out by the Purchaser. In such cases, actual cost of dismantling, any other incidental cost, and cost of re-erection / re-assembly and replacement of the equipment / material will also be recoverable from the Supplier.
- **(d)** In case it is observed that replacement / repairs of equipment / material is not being provided within a reasonable period and proper response is not received from the Supplier, then apart from operating the penalty clause (which provides for imposition of penalty, risk purchase at the Supplier's cost and cancellation of contract), the Purchaser may also take suitable penal action against the Supplier, which may include debarring from all future business with the Purchaser for a period which will be at the discretion of the Purchaser.
- **(e)** In case, after commissioning of equipment, any operational problem is observed within the guarantee period of equipment due to manufacturing defects, and rectification or replacement is done, then the guarantee period for such equipment may be extended accordingly.
- **(f)** Additional applicable clauses, if any, for the Contract are specified in the PC.

25. Defect Liability

25.1 The Contractor warrants that the Security Operation Centre & Network Operation Centre, or any part thereof, shall be free from defects in the design, engineering, materials and workmanship of the equipment supplied and of the work executed.

26. Patent Indemnity

26.1 The Supplier shall, subject to the Purchaser's compliance with GC Sub-Clause 26.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract, by reason of:

- **(a)** the installation of the Goods by the Supplier or the use of the Goods in the Purchaser's Country where the Project Site is located; and
- **(b)** the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, nor any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby, in association or combination with any other equipment, plant, or materials not supplied by the Supplier pursuant to the Contract.

26.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Sub-Clause 26.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

26.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

26.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

26.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract, arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

27. Limitation of Liability

27.1 Except in cases of criminal negligence or wilful misconduct:

- **(a)** the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalty to the Purchaser; and
- **(b)** the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

28. Force Majeure

28.1 The Supplier shall not be liable for forfeiture of its Performance Security, penalty, or termination for default if and to the extent that delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For the purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and whose origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, strikes, go-slow, lock-outs, earthquakes, national calamity, riots and civil commotion.

28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.4 The prevalence of Force Majeure will have to be certified by an appropriate Governmental agency. The cause of the Force Majeure condition will be taken into consideration only if the Supplier, within fifteen (15) days from the occurrence of such delay, notifies the Purchaser. The Purchaser shall verify the facts and grant such extension as the facts justify, for which the Supplier shall submit its representation with documentary evidence.

29. Change Orders and Contract Amendments

29.1 The Purchaser may at any time order the Supplier, through notice in accordance with GC Clause 6, to make changes within the general scope of the Contract in any one or more of the following:

- **(a)** drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- **(b)** the method of shipment or packing;
- **(c)** the place of delivery; and

- **(d)** the Related Services to be provided by the Supplier.

29.2 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

29.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment.

30. Extensions of Time

30.1 If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods or Related Services pursuant to GC Clause 10, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

30.2 Except in case of Force Majeure, as provided under GC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GC Clause 23, unless an extension of time is agreed upon pursuant to GC Sub-Clause 30.1.

31. Termination

31.1 Termination for Default.

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GC Clause 3, in competing for or in executing the Contract.

The Purchaser may, upon written notice of default, terminate the Contract under the circumstances detailed hereunder:

- **(a)** if, in the opinion of the Purchaser, the Supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Purchaser;
- **(b)** if, in the opinion of the Purchaser, the Supplier fails to comply with any of the other provisions of the Contract, or the material is found not in accordance with prescribed specifications and/or the approved samples;
- **(c)** if, as a result of stage inspection, it is revealed that material and/or workmanship is substandard which is likely to affect the performance of the finished product, a notice would be served by the Purchaser to the Supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

31.2 In the event of such termination, the Purchaser shall exercise its discretionary power, such as:

- **(a)** to recover from the Supplier the agreed penalty as per GC Clause 23; and/or
- **(b)** to purchase from elsewhere, after giving due notice to the Supplier, on account and at the risk of the Supplier, such stores / material not delivered or others of similar description in respect of consignment not yet delivered; and/or
- **(c)** to cancel the Contract reserving the Purchaser's right to recover damages.

31.3 In pursuance of GC Clauses 31.1(a) and 31.1(b) above, the Purchaser shall exercise its discretionary power to black-list / debar the Supplier from further business with the Purchaser for a declared period on breach of the Contract. The powers under GC Clause 31.1 referred to above are in addition to the rights and remedies available to the Purchaser under the general laws relating to Contract. In the event of risk purchase of stores of similar description, the opinion of the Purchaser shall be final. The Supplier shall be liable to pay for any loss which the Purchaser may sustain on that account, but the Supplier shall not be entitled to any saving on such purchases made against the default.

31.4 The decision of the Purchaser regarding the acceptability of the stores supplied by the Supplier shall be final, and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores / material. In the event the Purchaser does not terminate the order as provided above, the Supplier shall continue execution of the order, in which case it shall be liable to the Purchaser for penalty for the delay as per GC Clause 23 until supplies are accepted.

31.5 Termination for Insolvency. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

31.6 Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect to have any portion completed and delivered at the Contract terms and prices.

32. Assignment

32.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

33. Testing of Equipment / Material at Independent Laboratory

33.1 The Purchaser reserves the right to conduct Routine Tests / Type Tests / Acceptance Tests at CPRI / ERDA / a third-party NABL-accredited lab, on a randomly selected sample from the supplied / offered lot before its acceptance. The said tests shall be conducted on any one unit of the supplied / offered lot in each or any rating, as may be decided. The Purchaser reserves the right to waive off the testing of the lot in case of urgency.

33.2 The sample unit shall be selected for conducting Routine Tests / Type Tests / Acceptance Tests by a committee. The samples so selected shall be sealed by at least 2–3 seals by the committee members. The selected samples shall be sent with complete details for testing as per specification at any independent NABL-accredited Laboratory like ERDA, CPRI, etc. In case the sample unit fails in any of the Routine Tests / Type Tests / Acceptance Tests, the entire lot shall be rejected. The testing charges for Type Test / Routine Tests / Acceptance Tests shall be borne by the Purchaser. In case the sample unit fails in any of the Routine / Type / Acceptance tests, then the charges, including transportation & establishment expenses, shall be recovered from the Supplier or shall be deducted from their bills / performance security.

33.3 It shall be the responsibility of the Supplier to obtain the date of testing of such randomly selected equipment / material for Routine Tests / Type Tests / Acceptance Tests from CPRI / ERDA / NABL-accredited lab. Further, the testing of the sample shall be carried out in the presence of the representative of the Purchaser and the Supplier. In case the Supplier does not depute its representative on the scheduled date of testing, then testing will be carried out in the absence of the Supplier's representative and the findings of tests shall be binding on the Supplier for further necessary action.

33.4 Other conditions shall be as specified in the PC.

34. Recovery Against Other Contracts

34.1 Any amount recoverable from the successful Bidder against other contracts with the Purchaser will be adjusted from payment due and/or performance security furnished against the Contract that may be awarded under the specification.

35. Extension Order/Variation in Quantities

35.1. AEGCL reserves the right, at the time of award or during execution of the Contract, to increase or decrease the quantities of any item or the applicable scope, subject to an overall variation not exceeding fifteen percent (15%) of the applicable quantity or value of the Contract. Such increase or decrease shall not result in any change in the accepted unit rates, prices or other terms and conditions of the Contract.

36. Training

36.1 The Bidder shall plan / consider sufficient days of training on the supplied system in two stages (before Go-Live) for the total specified number of officers on Monitoring, Configuration, Maintenance, Troubleshooting, etc. (refer Volume-II Part-A, Sections 2.2 and 2.3 for training courses and schedule). The number of training days for each module / application shall be decided at the time of project implementation.

36.2 The 1st stage of training of each application should be conducted at the OEM's / Bidder's premises, and the 2nd stage of training should be conducted at SLDC, Guwahati.

36.3 The Bidder has to arrange annually one training session for five (5) officers of SLDC, as per the terms and conditions stipulated in Volume-II Part-A, Section 2 (Training Requirements), and the cost may be considered accordingly and shall be included in the Bid Price.

37. Special Requirement for Replacement, Repair & Maintenance of the Supplied & Commissioned Systems during AMC Period

37.1 The detailed scope may be referred to in Volume-II Part-A, Section 4 (Maintenance and Support Services) of the Technical Specifications.

37.2 The Contractor shall be responsible for comprehensive maintenance of the Indigenous SOC & Indigenous NOC, including all other hardware & software supplied & installed under this Contract. The maintenance activities shall commence after Operational Acceptance and issuance of taking over certificate. There may be some variation during detailed engineering. The Contractor will have to make their own assessment of the network and deploy manpower accordingly. However, it is to be ensured that specified manpower of requisite qualification are deployed as defined in Volume-II Part-A, Section 4.10 (Hours of Cover and Manpower) and Appendix E (Operation Manpower Requirement).

37.3 The manpower deployed by the Contractor for the SOC & NOC shall have the minimum qualification as mentioned in Volume-II Part-A, Appendix E (Operation Manpower Requirement). The Contractor will arrange for adequate transportation for their staff as per the work demand. The Contractor's staff (at all locations) should be equipped with necessary tool kits, mobile phones, vehicles, etc.

37.3A. Where the Contractor is a JV/Consortium, notwithstanding the joint and several liability of its members under the Contract, the Lead Partner shall be directly responsible for execution and management of the complete Operation & Maintenance / AMC services.

All manpower deployed for meeting the minimum operational manpower requirements specified in Volume-II Part-A, Appendix E, and any additional operational manpower deployed for fulfilment of the AMC obligations, shall be direct employees on the payroll of the Lead Partner for the entire period of their deployment.

37.4 The Replacement, Repair & Maintenance of the system supplied & installed by the Contractor shall be comprehensive, and all the spares required shall be provided by the Contractor at no additional cost to the Employer. The Contractor shall be responsible for Replacement, Repair & Maintenance of the System comprising all the hardware and software and all accessories supplied under this package, to maintain the system availability as defined in Volume-II Part-A, Section 4.2 (System Availability Requirements).

38. Execution of the Facilities — Representatives

38.1 Project Manager. If the Project Manager is not named in the Contract, then within fourteen (14) days of the effective date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

38.2 Contractor's Representative. If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the effective date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GC Clause 38 shall apply thereto.

38.3 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

38.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in this GC Clause 38. The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

38.5 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours, except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.

38.6 The Employer may, by notice to the Contractor, object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the site regulations. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities. If any representative or person employed by the Contractor is removed in accordance with this GC Clause 38, the Contractor shall, where required, promptly appoint a replacement.

39. Work Program

39.1 Contractor's Organisation. The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organisation to be established by the Contractor for carrying out work on the Facilities, within fourteen (14) days of the effective date. The chart shall include the identities of the key personnel, and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organisation chart.

39.2 Program of Performance. Within fourteen (14) days after the effective date, the Contractor shall submit to the Project Manager a detailed month-wise programme of supply of various items of plant and completion of various activities of installation work in the form of a "BAR CHART" and "SUB-BAR CHARTS". This Bar Chart will, for all purposes, form a part of the Contract. The Bar Charts will be made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract. The program so submitted shall accord with the Implementation Schedule included in Volume-II Part-A, Appendix C (Implementation Schedule) and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the times for completion specified in the Time for Completion and any extension granted in accordance with GC Clause 30, and shall submit all such revisions to the Project Manager.

39.3 Progress Report. The Contractor shall monitor progress of all the activities specified in the program referred to above, and supply a progress report to the Project Manager every fortnight. The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) the percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

39.4 Progress of Performance.

If at any time the Contractor's actual progress falls behind the program referred to above, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain completion of the Facilities within the Time for Completion, any extension thereof entitled under GC Clause 30, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

Besides the above, a periodical review meeting between the Contractor and the Employer shall be held quarterly to analyse the scheduled and actual progress, targets for the next quarter, and to sort out bottlenecks, if any, to ensure completion of work within the time schedule specified in the Contract. The Contractor will attend the above meetings along with necessary information in respect of supply and installation activities.

40. Installation

40.1 Bench Mark. The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

40.2 If, at any time during the progress of installation of the Facilities, any error shall appear in the implementation, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager.

40.3 The Contractor shall obtain necessary vendor drawing, Guaranteed Technical Particulars and Type Test approvals as per specification and IS for equipment / materials.

40.4 If at a later date it is found that the works carried out by the Contractor are not according to the approved design, drawing & specifications and are without specific approval, the entire payments made to the Contractor for carrying out such works shall be withheld from subsequent bills, and the Contractor will have to rectify the same without extension of time. If the payment against such work is due, the same or a reasonable amount towards the cost of such work / equipment / material will be withheld by the Employer, and the same will be released after rectification of defects.

41. Inspection and Audit by Government of Assam

41.1 The Supplier shall keep accurate and systematic accounts and records in respect of the Goods, software, licences, Related Services and performance of the Contract, in such form and detail as will clearly identify relevant time, changes, resources, quantities and costs. Such accounts and records shall be retained for the period required under the Contract or applicable law, whichever is longer.

41.2 The Supplier shall permit, and shall cause its Subcontractors, OEMs and consultants to permit, the Government of Assam, AEGCL and/or persons appointed by the Government of Assam or AEGCL to inspect the Supplier's offices, project locations, systems and all accounts and records relating to performance of the Contract and submission of the Bid, and to have such accounts and records audited by auditors appointed by the Government of Assam or AEGCL, if requested.

41.3 The Supplier, its Subcontractors, OEMs and consultants shall provide reasonable access, facilities, explanations and assistance for such inspection or audit. Acts intended to materially impede the exercise of inspection and audit rights under this Clause shall constitute an obstructive or prohibited practice under GC Clause 3 and may result in rejection, termination of the Contract, recovery, debarment or other sanctions under the Contract and applicable Government of Assam procedures.

41.4 The rights under this Clause are in addition to, and do not limit, the Purchaser's rights of inspection, testing, cybersecurity audit, statutory audit, CII/protected-system assessment or verification under any other provision of the Contract or applicable law.

42. Change in Laws and Regulations

42.1 Unless otherwise specified in the Contract, if, after the date falling twenty-eight (28) days before the deadline for submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in India, including any change in its interpretation or application by a competent authority, and that change subsequently affects the Delivery Date, Time for Completion and/or Contract Price, the Delivery Date, Time for Completion and/or Contract Price shall be correspondingly increased or decreased to the extent that the Supplier has been demonstrably affected in the performance of its obligations under the Contract.

42.2 No additional or reduced cost shall be separately paid or credited where the same has already been accounted for under the fixed-price, tax, price-adjustment or change-order provisions of GC Clause 12, GC Clause 14, GC Clause 29 or the applicable Particular Conditions. The Supplier shall promptly notify the Purchaser, with full documentary substantiation, of any claimed effect of a change in law. No adjustment shall be effective unless approved in writing through a Contract amendment executed by authorised representatives of the parties.

SECTION 5 — PARTICULAR CONDITIONS OF CONTRACT (PC)

Notes on the Particular Conditions

The Particular Conditions (PC) set out in this Section 5 complement and, where stated, amend the General Conditions of Contract (GC) in Section 4, to specify data and contractual requirements linked to the special circumstances of the Purchaser and this Project. Wherever there is a conflict between the PC and the GC, the provisions of the PC shall prevail. The clause numbers in the PC correspond to those in the GC.

Particular Conditions (PC)

<table>
<tr><th>GC Ref.</th><th>PARTICULAR CONDITION</th></tr>
<tr><td>GC 1.1</td><td>“Project Site” / Final Destination: the State Load Despatch Centre (SLDC), Guwahati, Assam. The precise place(s) of final destination shall be indicated in the Dispatch Instruction to be issued separately.</td></tr>
<tr><td>GC 1.1</td><td>“Purchaser”: Assam Electricity Grid Corporation Limited (AEGCL), O/o the Managing Director, Bijulee Bhawan, Paltanbazar, Guwahati – 781001, Assam, India.</td></tr>
<tr><td>GC 5.1</td><td>The language shall be English.</td></tr>
<tr><td>GC 7.1</td><td>The Contract shall be governed by and interpreted in accordance with the laws of India.</td></tr>
<tr><td>GC 8.2</td><td>The Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the execution of the Contract.
Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The place / seat of arbitration shall be Guwahati, Assam, and the language shall be English.</td></tr>
<tr><td>GC 11.2</td><td>The undertaking for “Completeness of Equipment / Material” shall be furnished as per the Pro-Forma specified in Section 3 (Contract Forms).</td></tr>
<tr><td>GC 12.1</td><td>The prices charged for all items and Related Services under the scheme shall be FIXED for the entire period of the Contract; no price variation shall be admissible except adjustments (if any) expressly authorised herein.</td></tr>
<tr><td>GC 13.1</td><td>AEGCL shall pay the Contractor on the basis of the Price Breakdown in the Price Schedules upon satisfactory achievement of the respective payment milestones specified below. The payment milestones for the Supply, Installation, Integration, Testing and Commissioning portion of the Contract shall be aligned with the approved PSDF fund-disbursement pattern for the Project.

Payments under sl. no. 1 to 3 shall collectively constitute one hundred percent (100%) of the Contract Price attributable to Supply, Installation, Integration, Testing and Commissioning, excluding the Comprehensive O&M/AMC charges.

All payments shall be made within 60 (sixty) days from the date of submission of invoice, shall be subject to release fund from PSDF.

<table>
<tr><th>Sl. No.</th><th>Mile Stone</th><th>Percentage of Contract Price (Supply + I&C)</th></tr>
<tr><td>1</td><td>Supply of the complete solution (All Software and Hardware)</td><td>60%</td></tr>
<tr><td>2</td><td>Go-Live</td><td>20%</td></tr>
<tr><td>3</td><td>Issuance of the Taking Over Certificate following achievement of Operational Acceptance</td><td>20%</td></tr>
</table>

25% of the quoted annual AMC charge at the end of each quarter shall be released within 60 (sixty) days from the date of submission of invoice, subject to release fund from PSDF, subject to SLA deductions</td></tr>
</table>

GC Ref.	PARTICULAR CONDITION
GC 13.2	Documents to accompany each request for payment (as applicable): (a) Invoice in quadruplicate, inscribed with the Goods Receipt Number (GRN) and consignee/destination, prepared strictly per the Contract description. (b) Certificate of "No Negative Price Variation" (or detailed negative-variation calculation) as per the Pro-Forma in Section 3. (c) Certificate for completeness of equipment as per Section 3 (PRO-FORMA-I) (d) Copy of Lorry Receipt / MTR; and package-wise packing list and bill of material certified by the Contractor. (e) Valid GST-compliant tax invoice showing the Contractor's and AEGCL's GSTIN, HSN/SAC, place of supply, taxable value, applicable GST rate and GST amount. (f) Valid Invoice Reference Number and QR code where e-invoicing is applicable, together with any other document reasonably required for statutory verification of the GST charged.

<table>
<tr><th>GC Ref.</th><th>PARTICULAR CONDITION</th></tr>
<tr><td>GC 14.1</td><td>Goods and Services Tax (GST) and Input Tax Credit (ITC):
(a) GST shall be payable at the applicable statutory rate on the actual taxable value, subject to submission of a valid GST-compliant tax invoice and other documentary evidence required under applicable law.
(b) The basic Contract Prices shall be deemed to have been arrived at after considering all eligible Input Tax Credit available to the Contractor on inputs, input services and capital goods used in connection with the Contract.
(c) No additional payment shall be admissible on account of the Contractor's failure, omission, ineligibility or inability to avail ITC that was available or could reasonably have been availed under the applicable GST laws.
(d) The Contractor shall maintain valid GST registration and comply with all applicable requirements relating to tax invoices, e-invoices, reporting of invoice particulars, filing of returns, payment of tax, debit/credit notes and timely rectification of discrepancies.
(e) Where AEGCL is legally eligible to avail ITC, the Contractor shall ensure that no act or omission attributable to it results in denial, reversal, blockage or delay of such ITC.
(f) If any eligible ITC is denied, reversed, blocked or delayed due to the Contractor's failure to issue a valid invoice, correctly report the invoice, deposit the tax, file the applicable return or rectify a discrepancy, the Contractor shall, after notice and reasonable opportunity for rectification, reimburse AEGCL for the corresponding loss, including applicable interest, penalty and consequential statutory liability attributable to such default.
(g) AEGCL may recover the amount referred to in paragraph (f) from any payment due to the Contractor, from the Performance Security or through any other remedy available under the Contract, without prejudice to the Contractor's continuing obligation to rectify the GST non-compliance.
(h) The Contractor shall issue an appropriate GST credit note or commercial credit note, as applicable, where any reduction, adjustment or refund is due to AEGCL.
(i) Any additional ITC, exemption, reduction in GST rate or other tax benefit becoming available to the Contractor after the Bid submission date and attributable to the Contract shall be passed on to AEGCL through a corresponding price reduction, invoice adjustment or credit note.
(j) Any GST variation shall be payable, against documentary evidence, only within the contractual delivery period. For delayed delivery without an approved extension, GST shall be limited to the rate applicable on the contractual delivery date or the actual delivery date, whichever is lower.
(k) AEGCL's entitlement to avail ITC shall remain subject to its eligibility under the applicable GST laws, and nothing in the Contract shall be construed as a representation that ITC will be available in every case.
(l) The contractor shall comply with all applicable provisions of the Goods and Services Tax (GST) laws and shall ensure that the Input Tax Credit (ITC) utilized for discharge of GST liability under this contract does not exceed the maximum permissible limit prescribed by the Government of Assam vide Letter No. eCF No. 803347/20 dated 11th July, 2026, for the respective category of work. AEGCL reserves the right to verify the ITC claimed by the contractor. Any instance of fake ITC, bogus billing, wrongful availment or utilization of ITC, or any other GST-related violation shall attract appropriate contractual action, including suspension, debarment/blacklisting, recovery of dues, and any other action as deemed appropriate, in accordance with the applicable laws and the tender conditions.
(m) The successful bidder is entitled to claim ITC at actual vide Govt notification no. eCF No.803347/20 dated Dispur 11.07.2026 as follows:
<table>
<tr><th>Sl. No.</th><th>Type of Work</th><th>Maximum permissible limit</th></tr>
<tr><td>(a)(i)</td><td>EHV Grid Sub-Station</td><td>80%</td></tr>
<tr><td>(a)(ii)</td><td>EHV Transmission Lines</td><td>80%</td></tr>
<tr><td>(c)</td><td>RCC Building</td><td>70%</td></tr>
<tr><td>(c)(i)</td><td>Road Work (bitumen/paver block, gravel, sand, etc.) – Contractor having own quarry</td><td>30%</td></tr>
<tr><td>(c)(i)</td><td>Road Work (bitumen/paver block, gravel, sand, etc.) – Contractor not having own quarry</td><td>40%</td></tr>
<tr><td>(c)(ii)</td><td>ICBP Road Work (ICBP, gravel, sand, road furniture, etc.) – Contractor having own quarry</td><td>40%</td></tr>
<tr><td>(c)(ii)</td><td>ICBP Road Work (ICBP, gravel, sand, road furniture, etc.) – Contractor not having own quarry</td><td>50%</td></tr>
</table>
(n) If any fake ITC/bogus billing is detected or payment of inputs in cash is found, the contractor shall be liable for legal action as per the provision of GST rules including blacklisting/debarment.
(o) The successful bidder shall submit a certificate as per the format in annexure- (annexed in the Govt. of Assam Notification No. eCF No. 803347/20 dated Dispur 11.07.2026)</td></tr>
<tr><td>GC 19.2</td><td>GC Clause 19 shall apply</td></tr>
<tr><td>GC 22.1 & 22.2</td><td>Inspections and tests shall be carried out as specified in Volume-II of the Bidding Document; where conducted on the Supplier’s premises, at point of delivery, or at the final destination at SLDC, Guwahati.</td></tr>
<tr><td>GC 22.15</td><td>Charge for a “Fake Inspection Call” / non-offer after inspection call: Rs. 10,000/- per officer per inspection call, plus actual travel and establishment expenses.</td></tr>
</table>

GC Ref.	PARTICULAR CONDITION
GC 23.1	Liquidated Damages: 0.5% of the total contract price of the delayed work per week or part thereof, subject to a maximum of 10% of the contract price of that work; on reaching 10%, the Purchaser may terminate the Contract. AMC-period penalties shall be as defined in the Technical Specifications (Volume-II Part-A, Section 4).
GC 24.3	The Guarantee / Warranty period shall be 5 years aligning with the System Availability and O&M/AMC provisions of Volume-II Part-A, during which the complete scheme shall be guaranteed for satisfactory performance and quality as defined in the Technical Specifications.
GC 33.4	The Purchaser may direct that Routine / Type / Acceptance Tests be conducted at an independent NABL-accredited laboratory (e.g., CPRI / ERDA). Volume-II of the Tender Specifications shall also be referred.