



**APGCL BID DOCUMENT**

**NATIONAL COMPETITIVE BIDDING**

**(e-Procurement)**

**Name of Work:**

**TENDER FOR SELECTION OF VENDOR FOR RENEWAL OF SUBSCRIPTION OF FORTINET LICENSES WITH OEM SUPPORT FOR ALL FORTINET DEVICES INSTALLED AT ALL OFFICES OF APGCL, DATA CENTRE (DC), DISASTER RECOVERY (DR) SITES FOR A PERIOD OF THREE YEAR**

**Tender No.:** APGCL/CGMPP&I/PROJ/ERP LOT-3 HARDWARE/2022/188/T77

***Issued by:***

The Chief General Manager (PP&I),  
Assam Power Generation Corporation Limited  
3<sup>rd</sup> Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

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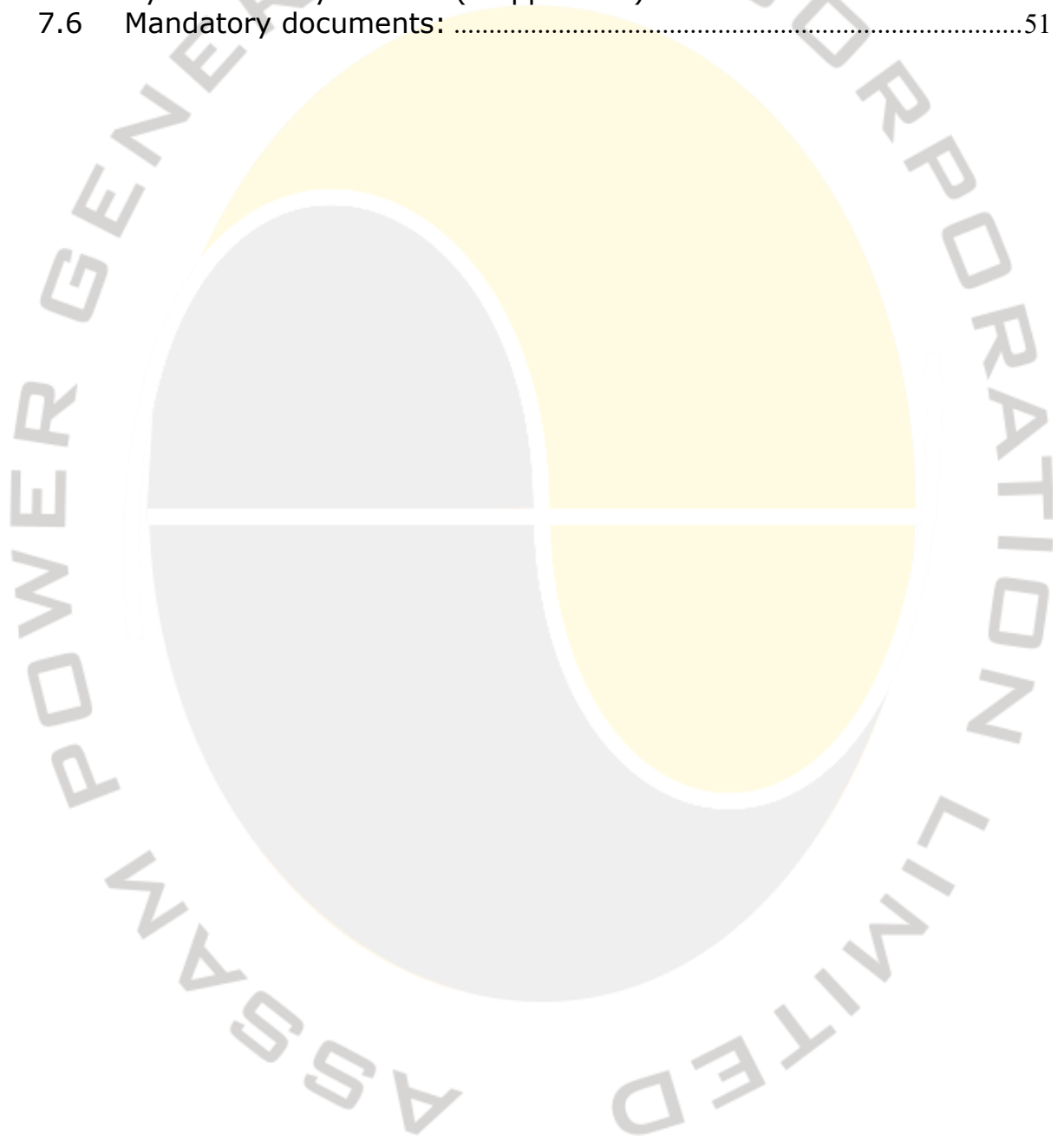
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## **SECTION-I**

### **1. NOTICE INVITING TENDER (NIT)**

**Assam Power Generation Corporation Limited**  
**3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001**  
**Website: - www.apgcl.org**

#### **Notice Inviting Tender**

Tender Ref. No. APGCL/CGMPP&I/PROJ/ERP LOT-3 HARDWARE/2022/188/T77

The Chief General Manager (PP&I) APGCL hereby invites online Bids from eligible Bidders following two-bid system of bidding for "***Tender for selection of vendor for renewal of subscription of Fortinet Licenses with OEM support for all Fortinet Devices installed at all offices of APGCL, Data Centre (DC), Disaster Recovery (DR) sites for a period of Three Year***".

- (i) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Item(s).
- (ii) The Bidding Documents can be downloaded by any prospective bidders from the e-Procurement/e-Tender portal i.e., <http://assamtenders.gov.in>, free of cost.
- (iii) All Bids must be accompanied by **Bid Processing Fee of ₹ 2,200.00 (Rupees Two Thousand Two Hundred only)** and **Bid Security (EMD) of the amount of ₹ 5,33,000.00 (Rupees Five Lakhs Thirty Three Thousand only)**.  
**No Exemptions to Bid Security (EMD) & Tender Fee is allowed in this Tender.**
- (iv) Bids must be submitted online on the e-Procurement portal (i.e., <http://assamtenders.gov.in>) on or before the due date for submission i.e., up to **12:00 Hrs. of 01.07.2026**.
- (v) **Pre-bid Meeting date: 11:30 AM of 18/06/2026**
- (vi) Last date of receiving any queries is on or before the Pre-Bid Meeting date and time, which is 18/06/2026, 11:30 AM.
- (vii) **Bid Submission Start Date: 23/06/2026**.
- (viii) The Technical Bid will be opened online on **16:00 Hrs. of 01.07.2026** and the Price Bid shall be opened online only for the technical qualified bidders. **(The date of opening of the price bid shall be intimated later on the Portal).**

**--Sd--**

Chief General Manager (PP&I)  
APGCL, Bijulee Bhawan, Guwahati-1

## **SECTION-II**

### **2. INSTRUCTION TO BIDDERS (ITB)**

(Note: The Terms – ‘Bidder’, ‘Contractor’, ‘Supplier’ has been used interchangeably in this document.)

#### **2.1 Introduction**

2.1.1 Assam Power Generation Corporation Ltd. (APGCL) is a state GENCO operating in the state of Assam and with the vision of availability of reliable and quality power at competitive rates and on a sustainable basis.

APGCL has various gas based thermal power plants as well as hydro power plants. The Thermal Power Plants of APGCL are Lakwa Thermal Power Station, located in the District of Charaideo and Namrup Thermal Power Station, located in the District of Dibrugarh in the State of Assam. The various Hydro Plants of APGCL are Karbi Langpi Hydro Electric Power Project and Myntriang Small Hydro Electric Project, both located in the District of Karbi Anglong in the State of Assam. In addition, there are a few hydro and solar projects in pipeline/under construction of APGCL.

APGCL intends to renew the licenses/subscriptions of its existing Fortinet solutions, including FortiGate, FortiManager, FortiAnalyzer, FortiAP, and FortiSwitch, to ensure uninterrupted security services, centralized management, monitoring, technical support, and software/firmware updates.

FortiGate provides firewall and threat protection, FortiManager enables centralized administration, FortiAnalyzer supports log analysis and reporting, FortiAP delivers secure wireless connectivity, and FortiSwitch provides secure network access-layer switching. Renewal of these licenses/subscriptions is essential for maintaining the security, reliability, and efficient operation of APGCL’s network and IT infrastructure.

2.1.2 The Procuring Entity (i.e., APGCL) has issued this Bidding Document for the supply of licenses/goods as specified in “**Section IV- Schedule of Requirement**” in connection with the notice inviting tenders from the eligible bidders.

2.1.3 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity (APGCL) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.

2.1.4 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide the required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bid.

2.1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

#### **2.2 Language of Bids**

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity (APGCL), shall be written in English language. However, the language of any

printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

### **2.3 Code of Integrity**

2.3.1 The Procuring Entity (APGCL) and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Procuring Entity or any person(s) participating in the bidding process, as bidder or otherwise, the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in
  - a) tender process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the TIA (Tender Inviting Authority)/APGCL after giving a reasonable opportunity of being heard, may take appropriate measures including –

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Tender Inviting Entity (APGCL) along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by it;
- (vi) Initiate available legal actions available under different laws in India.
- (vii) debarment of the bidder from participation in any tender issued by the Procuring Entity (APGCL) for a period not exceeding three years.

## **2.4 Conflict of Interest**

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

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel maybe considered to be in a situation of Conflict of Interest include, but are not limited to the following-

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends, or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following:

- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- (ii) If they receive or have received any direct or indirect subsidy from any other bidder;
- (iii) If they have the same legal representative for purposes of the bid;
- (iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- (v) If they participate in more than one bid in the same bidding process;
- (vi) If they have controlling partners in common;
- (vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway.

2.4.4 In case of a holding company having more than one independently manufacturing/processing/producing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. If two or more sister companies or a holding company submit bids under this tender, all such bids shall be deemed invalid and will be cancelled in their entirety.

## **2.5 Bidders' Eligibility**

- 2.5.1 Bidder shall be a single business entity having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India.
- 2.5.2 The Bidder shall be one or more of the following categories of entities to be eligible to participate in the bidding process:
- (i) The Original Equipment Manufacturer (OEM) of the software/licenses, i.e., Fortinet Inc.; or
  - (ii) An Authorized Partner, Reseller, Dealer, or Distributor of Fortinet, holding a valid Manufacturer's Authorization Form (MAF) or equivalent partnership status certification from Fortinet valid for the duration of the contract; or
  - (iii) An Authorized Importer of Fortinet products and licenses, duly certified and backed by the OEM to provision and support the specific licenses required in this bid.
- 2.5.3 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 2.4, which materially affects fair competition.
- 2.5.4 In addition, any bidder participating in the bidding process shall-
- a) Have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.
  - b) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
  - c) Not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
  - d) Not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
  - e) The Bidder must have an average annual Turnover of at least Rs. 1.00 Cr (Rupees One Crore only) during the 03 (Three) financial years, FY 2022-23, 2023-24 & 2024-25. Also, Net Worth of bidder must be positive during last 3(three) financial years - FY 2022-23, 2023-24, 2024-25. In this regard, certified copy from Chartered Accountant should be submitted by the bidder along with their technical bid. These shall be accompanied by relevant audited financial statements viz. - Balance Sheet, Profit & Loss Statement, ITR, etc. during the 03 (three) financial years, FY: 2022-23, 2023-24 & 2024-25.

## **2.6 Bidders' Qualification**

- 2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the "**Section III - Evaluation and Qualification Criteria**".
- 2.6.2 Bidders should fill and submit the Forms provided in "**Section V - Bidding Forms**" with relevant information and supporting evidence of fulfillment of their qualification, along with the technical bid.

### **BIDDING DOCUMENT**

## **2.7 Content of this Bidding Document**

- 2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB Para 2.10.

(i) Section I	Notice Inviting Tender (NIT)
(ii) Section II	Instructions to Bidders (ITB)
(iii) Section III	Evaluation and Qualification Criteria
(iv) Section IV	Schedule of Requirements
(v) Section V	Bidding Forms
(vi) Section VI	General Terms and Conditions (GTC)
(vii) Section VII	Special Terms and Conditions (STC)

2.7.2 Unless downloaded directly from the e-Procurement portal, the Procuring Entity (APGCL) shall not be responsible for the correctness of the Bidding Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or amendment(s) to the Bidding Documents in accordance with ITB Para 2.10.

2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all relevant information and documents as required by the Bidding Documents.

## **2.8 Clarifications of Bidding Documents**

2.8.1 A Bidder requiring any clarification of the Bidding Document shall communicate in writing to the Procuring Entity through email with reference to the Bidding Document at the following email Ids:

- [it-cell@apgcl.org](mailto:it-cell@apgcl.org)

2.8.2 Interested bidders are requested to email at the email mentioned above on or before the pre-bid meeting date regarding their attendance and queries. A form (Refer Section V, Form B11: Bidder's Clarification Form) is provided so that queries received may be clarified during the pre-bid meeting.

2.8.3 Last date of receiving queries is on or before the pre-bid meeting date.

2.8.4 The Procuring Entity (APGCL) will respond in writing to any request for clarification, provided that such a request is received as per the date stipulated in this bid document.

2.8.5 The Procuring Entity (APGCL) may also promptly publish a brief description of the enquiry but without identifying its source and its response at the official website/e-Procurement portal.

2.8.6 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 2.10.

## **2.9 Pre-Bid Meeting**

Pre-bid meeting comprising both Video Conference mode and in-person session shall be scheduled on the date, time and place as follows:

Date: xx/xx/2026 (Day)

Time: xx:xx hrs (IST)

Place: 3<sup>rd</sup> Floor Chairman Conference Hall, APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati, Assam, India.

The link of the online meeting shall be intimated to the interested bidder prior to the scheduled date. Interested bidders are requested to email at [it-cell@apgcl.org](mailto:it-cell@apgcl.org) on or before xx:00 hrs (IST) of xx/xx/xxxx intimating their willingness for participation in the pre-bid meeting.

Representatives (maximum 2(two) nos.) of interested bidders will be allowed to participate in the pre-bid meet. The representatives must carry ID-proof/authorization letter from the Bidder.

A form (Refer Section V, Form-B11) is provided in this regard, so that queries received may be clarified during the pre-bid meeting.

Last date of receiving queries is on or before the pre-bid meeting date

## **2.10 Amendments to Bidding (Tender) Document**

- 2.10.1 At any time prior to the due date for submission of bid, the Procuring Entity (APGCL) may amend or modify the Bidding Document by issuing amendment(s) pursuant to ITB Para 2.8 and 2.9 or for any other reason, if deemed fit.
- 2.10.2 Such amendment(s) will be published at the e-Procurement portal and the same shall be binding on all prospective Bidders.
- 2.10.3 To give reasonable time to prospective bidders to take necessary action in preparing their bids, the Procuring Entity (APGCL) may, at its discretion, extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 2.10.4 Any Bidder who has downloaded the Bidding Documents should check the amendment(s), if any, issued on the Procurement portal. **The Procuring Entity (APGCL) shall not be responsible, in any manner, if any prospective Bidder misses any amendment(s) published on the portal.**

## **PREPARATION OF BIDS**

### **2.11 Documents Comprising the Technical Bid**

- 2.11.1 The bid shall be submitted online in two parts (i.e., Technical Bid & Price Bid) at the e-Procurement portal by the bidder within due date and time. The Technical Bid shall consist of the following documents:
- i) **"Letter of Bid"** as per Form provided in Section V – Bidding Forms (Form-B1);
  - ii) **"Bidder Information"** as per Form provided in Section V: Bidding Forms (Form-B2);
  - iii) **"Manufacturer's Authorization Letter"**, in case the bidder is not the Manufacturer of the quoted item(s), as per Form given in Section V: Bidding Forms (Form-B3).
  - iv) **"Details of Supply and Work Done by Bidder"** as per format given in Section V: Bidding Form along with supporting documents (Form-B4);
  - v) **"Certificate on Financial Strength"** of the Bidder as per format given in Section V: Bidding Forms (Form-B5);
  - vi) Duly Executed **"Power of Attorney"** for the Authorized Signatory of the Bid as per format given in Section V: Bidding Forms (Form-B6);
  - vii) **"Undertaking by the Bidder"** as per format given in Section V: Bidding Forms (Form-B7)
  - viii) **"Self-Undertaking on Statutory Tax Compliance"** as per format given in Section V: Bidding Forms (Form- B9)
  - ix) **"Bid Processing Fee"** in accordance with ITB Para 2.19;
  - x) **"Bid Security"** furnished in accordance with ITB Para 2.20;
  - xi) Documents establishing **compliance** in accordance with ITB Para 2.16 and Section-IV: 4.2 Schedule of Requirements. Technical Specifications of the Offered Products **in compliance with** APGCL Bid requirement shall be submitted.
  - xii) Bidder's Certificate of Incorporation/Registration, Article and Memorandum of Association or any such registration document.
  - xiii) Self-attested copy of PAN;
  - xiv) Self-attested copy of GST Registration Certificate.
  - xv) Audited Statement of Accounts/Chartered Accountant Certified Financial Documents (Balance Sheet, P&L Statement, Cash Flow Statement) for last three financial years ending on 31/03/2025.

- xvi) All other documents as per this Bid requirement.
- xvii) **"Checklist of Documents"** submitted along with the Bid in the Format (Form-B10) as given in Section V: Bidding Forms.
- xviii) Form B11 (Bidder's Clarification Form)

**NOTE: All bidder's document including bid documents, annexures, financial statements, documents related to eligibility and experience, and all other documents submitted by bidder must be signed/counter-signed on all pages by the bidder's personnel authorized in the Power of Attorney document (Form B6). Also, all documents submitted by bidder against any request for shortfall document on the portal must be signed and sealed by the competent person as named in the Power of Attorney document (Form-B6).**

## 2.12 Price Bid

- 2.12.1 **The blank Price Bid in the form of BoQ should be downloaded from the portal <https://assamtenders.gov.in> and saved on Bidder's computer without changing filename otherwise price bid will not get uploaded.** The Bidder should fill in the details in the same file (BoQ) and upload the same back to the portal. **Hardcopy of Price bid will not be accepted.**
- 2.12.2 **Price Bid (BoQ) must be submitted online (soft copies) only on Portal.** The BoQ (excel sheet available in e-procurement portal) is specific to the Bidder and is not interchangeable. The BoQ file shall be downloaded from the e-procurement portal and prices shall be quoted in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted online on the portal i.e., <https://assamtenders.gov.in>.
- 2.12.3 Price Bid shall be prepared in accordance with ITB Para 2.14.

## 2.13 Preparation and Submission of Bid

- 2.13.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in ITB-2.11 and any other document as required. APGCL Bid document along with all documents submitted by the bidder against this APGCL Tender shall be signed & sealed on all pages by the competent person as named in the Power of Attorney document provided in Form B6. Also, all documents submitted by bidder against any request for shortfall documents on the Portal must be signed and sealed by the competent person as named in the Power of Attorney document provided in Form B6. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.
- 2.13.2 The Bidder shall submit both Technical and Price Bid **online** at the e-Procurement portal within due date and time for submission.
- 2.13.3 The bidding documents issued by the Procuring Entity in the e-procurement portal (i.e., <https://assamtenders.gov.in>) will appear in the "Latest Tender". The Bidders/Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document (i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of "Latest Tender".
- 2.13.4 **Portal Registration:** The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents.

**For further details, the bidder may visit the Assam Tender Portal <https://assamtenders.gov.in>.**

- 2.13.5 The bidder can download the bidding document and undertake the necessary preparatory work and thereafter upload the completed bid at their convenience before due date and time for submission.
- 2.13.6 The bidder shall upload **technical bid** in **".pdf"** format.

#### **2.14 Bid Prices**

- 2.14.1 The prices quoted by the Bidder in the Price Bid (Price Schedule i.e., BoQ) shall conform to the requirements specified below.
- 2.14.2 **The Bidder must quote for all items in the price schedule (BoQ). No part offer of the tender shall be accepted.**
- 2.14.3 The price quoted by the Bidder shall be fixed (remain firm) during the Bidder's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in this Bidding Document. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 2.14.4 The price offered in the Price Bid (BoQ) for the item(s) shall be based on FOR consignee location/DDP (Place of destination) price. *(Any charges against Freight, Transit Insurance, Packing and Forwarding etc. shall be inclusive)*
- 2.14.5 The price quoted by bidder shall also be inclusive of any charges against loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site, etc.
- 2.14.6 The bidder must unconditionally offer in the Bid to supply the goods (and services,) as specified for each item in Section-IV: Schedule of Requirements.

#### **2.15 Bid Currency**

- 2.15.1 The bidder should submit its quote in Indian Rupees (INR) only.
- 2.15.2 Bids, where prices are quoted in any other currency, shall be treated as non-responsive and rejected.

#### **2.16 Documents Establishing Compliance**

- 2.16.1 The Bidder shall furnish as part of its Bid the documentary evidence that the item(s) offered by it **conforms** to the required specifications, quality standard and other criteria as specified in Section-IV: Schedule of Requirements.

#### **2.17 Documents Establishing Eligibility & Qualification of the Bidder**

- 2.17.1 The documentary evidence of the Bidder's qualifications to participate in the bid and own the contract, shall establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criteria specified in Section-III: Evaluation and Qualification Criteria and any other criteria/clause mentioned in APGCL Bid Document.

#### **2.18 Period of Validity of Bids**

- 2.18.1 Bids shall remain valid for the period **180 (one hundred eighty days) from start date of online bid submission**. A bid valid for a shorter period shall be rejected as non-responsive.
- 2.18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.
- 2.18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity (APGCL) shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not

extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

### **2.19 Bid Processing Fee**

2.19.1 The Bidder shall furnish as part of its bid, **the Bid Processing Fee (non-refundable), of the amount ₹ 2,200.00 (Rupees Two Thousand Two Hundred only)** which shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>.

### **2.20 Bid Security (EMD)**

2.20.1 The Bidder shall furnish as part of its bid, **a Bid Security (EMD) of ₹ 5,33,000.00 (Rupees Five Lakhs Thirty Three Thousand only)**, which shall be deposited online during bid submission at <https://assamtenders.gov.in>.

2.20.2 The bid security can also be submitted in the form of Bank Guarantee issued by a Scheduled Bank in India.

(i) If EMD is submitted through BG, the bidder will be required to upload the scan copy of the BG during online Bid submission and the original Hard Copy of the BG should reach APGCL HQ on or before bid opening.

2.20.3 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the format provided below in this document. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.

2.20.4 The Bid Security must remain valid for a period of one year from the start date of online submission of bid.

**2.20.5 Any bid not accompanied by a Bid Security (EMD) as specified in ITB Para 2.20 shall be rejected as non-responsive.**

2.20.6 The Bid Security of unsuccessful bidder (Technically Rejected) shall be released upon completion and declaration of Technical Evaluations of the submitted bids.

2.20.7 The Bid Security of unsuccessful bidder (Technically Accepted but is/are not the L1 bidder) shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.

2.20.8 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 2.33 and ITB Para 2.34.

2.20.9 In case Procuring Entity (APGCL) decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.

2.20.10 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

2.20.11 The Bid Security deposited by a Bidder may be forfeited in the following cases:

- i) when the bidder withdraws or modifies its bid after due date for submission.
- ii) **when the bidder does not deposit the required performance security and/or sign the contract within the specified period;** and
- iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 2.3.

2.20.12 Instructions to bidder who intends to pay the **EMD (bid security)** amount of the tender **through Bank Guarantee (BG)**.

For bidders opting for payment of EMD through BG, the bidder shall follow the below steps at online portal <https://assamtenders.gov.in>

- The bidder shall select the EMD exemption option as "Yes" and in the following steps shall upload the Scanned BG documents and proceed.
- If the bidder selects the EMD exemption option as "No" then the system shall prompt to pay the EMD fees online. There shall be no option to upload the scanned BG document against EMD in that case and the bidder has to pay the EMD online only. This is due to limitation/restriction of the portal. The bidder may not be able to proceed further or revert to the former menu. Hence for BG payment of EMD, the bidder shall select "YES" option.
- Since EMD exemption is not given for this tender and due to the limitation/restriction of the portal, the bidder may not be able to proceed with BG as EMD by selecting the "No EMD exemption option" of the portal, **hence, the bidders are advised to proceed by selecting the EMD exemption as "Yes" in case EMD is submitted though BG.**

Address to which the Original BG is to be submitted on or before Bid Opening:

The Chief General Manager (PP&I),  
Assam Power Generation Corporation Ltd.,  
3rd Floor, Bijulee Bhawan, Paltan Bazar,  
Guwahati-1.

The BG shall be duly pledged in favour of The Chief General Manager (PP&I), APGCL and shall be valid for 01 (one) year period from the Start Date of online Bid submission.

No interest shall be payable on such deposits.

**Note:** The bidder is requested to advise the Bank Guarantee Issuing Bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per the following details:

- I. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.
- II. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 375010200007573, IFS code-UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

BG format for EMD is given below in Section V (Form-B8) of this document.

**Note: No EMD Exemption is provided for this Tender.**

## OPENING OF BIDS

### **2.21 Extension of Due Date for Submission of Bids**

**2.21.1 Bids must be submitted online (on e-tender portal) within due date and time for submission of bid.**

2.21.2 The date of submission and opening of bids shall not be extended except when—

- i) Sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or

- ii) The Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise for any other reason and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.

2.21.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 2.10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.

2.21.4 If the due date for submission of bids is not a working day, the bids shall be opened at the same time and hour on the next working day.

2.21.5 Bidder can withdraw or resubmit an online bid any time prior to the due date and time for submission of Bid (except details of online submission of Bid Security & Processing fee). In case of online resubmission of the bid, the latest submitted bid shall be available for evaluation.

## **2.22 Opening of Bids**

2.22.1 Technical Bids submitted by the Bidders through the e-Procurement portal shall be opened online on the due date for opening of the bid.

## **EVALUATION AND COMPARISON OF BIDS**

### **2.23 Confidentiality**

2.23.1 Information relating to the evaluation of bids including finalization of the list of technically qualified bidders, price comparison and recommendation for award of contract, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is officially communicated to all Bidders.

2.23.2 Any effort by a Bidder to influence the officials of the Procuring Entity (APGCL) or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.

2.23.3 Notwithstanding ITB Para 2.23.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the officials of the Procuring Entity (APGCL) on any matter related to the bidding process, it should do so in writing.

### **2.24 Preliminary Examination of Bids**

2.24.1 The Bid Evaluation Committee duly constituted by the Procuring Entity (APGCL) shall conduct a preliminary scrutiny of the bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- i) That the bid is prepared in the prescribed manner and contains the documents and information as required.
- ii) the bid is valid for the period, specified in the Bidding Documents.
- iii) that the bid is accompanied by due Bid Security and Processing Fee.
- iv) That the bid is unconditional, and that the bidder has agreed to give the required performance security; and
- v) whether any other conditions specified in the Bidding Documents are fulfilled.

### **2.25 Clarification of Bids**

2.25.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be

rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further.

- 2.25.2 Any clarification submitted by a bidder about his bid that is not in response to a request by the Committee specifically shall not be considered.
- 2.25.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.
- 2.25.4 All communication generated as above shall be included in the record of the procurement proceedings.

## **2.26 Immaterial Non-conformities in Bids**

- 2.26.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.
- 2.26.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.
- 2.26.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under ITB Para 2.26.2.

## **2.27 Determination of Responsiveness**

- 2.27.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 2.27.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:
  - (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 Documents; and
  - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 2.27.3 A "material deviation, reservation, or omission" is one that,
  - (a) If accepted, shall: -
    - i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
    - ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or
  - (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.
- 2.27.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

- 2.27.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 2.27.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

**2.28 Non-conformities, Errors, and Omissions.**

- 2.28.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities in the Bid.
- 2.28.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**2.29 Evaluation and Comparison of Bids.**

- 2.29.1 The Evaluation Committee of the Procuring Entity (APGCL) for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause/document.
- 2.29.2 The Price Bid of only those bidders who are technically responsive/qualified shall be opened online for comparative evaluation.
- 2.29.3 Unless otherwise specified in "Section III: Evaluation and Qualification Criteria", the evaluation shall be done on the total offered price in BOQ which shall be inclusive of Total Basic Price, GST etc. and any other applicable charges. The responsive bidder offering lowest **total price** (inclusive of Total Basic Price, GST etc. and any other applicable charges.) shall be declared L1 (lowest) bidder. In case of tie, the bidder having highest average annual turnover in last three years shall be declared as the most preferred bidder.
- 2.29.4 The list of responsive and non-responsive bidder shall be published at the e-Procurement portal i.e., <https://assamtenders.gov.in> along with the reason for non-responsiveness.

**2.30 Right to Accept or Reject any or all Bids**

- 2.30.1 The Procuring Entity (APGCL) reserves the right to accept or reject any bid, and to cancel/annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the management of the Procuring Entity shall keep record of clear and logical reasons properly for any such action/recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**AWARD OF CONTRACT**

**2.31 Award of Contract**

- 2.31.1 Subject to ITB 2.30.1, the contract shall be awarded to the lowest responsive bidder for the tendered item(s) as determined in the manner specified in ITB 2.29.
- 2.31.2 Procuring Entity (APGCL) shall award the tendered work to L1 bidder.
- 2.31.3 In case of a tie between two or more bidders in the price bid, then the bidder having highest average annual turnover amongst them (all L1 bidders) shall be declared as most preferred bidder.

**2.32 Notification of Award (NoA)**

- 2.32.1 Prior to the expiration of the period of bid validity, the Procuring Entity (APGCL) shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (called the "Notification of Award") shall specify the price of the goods/works that the Procuring Entity (APGCL) will pay the Supplier/Contractor in consideration of timely completion of contracted work (called "the Contract Price"). In addition, the contracted rate quantity to be supplied and scope of work to be carried out by the contracted party shall also be specified (called "the Contract Qty/Works"). APGCL may also issue a Work Order/Purchase Order containing details of the Scope of Supply, Price, Terms & Conditions etc.
- 2.32.2 Until a formal Contract is prepared and executed, the Notification of Award /Work Order/Purchase Order shall constitute a binding Contract. In case where a Contract is not executed, the Work Order/Purchase Order shall constitute the final binding of the contract for Contractor to execute and complete.
- 2.32.3 Procurement Entity (APGCL) shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 2.32.1, requests in writing the grounds on which its bid was not selected.

**2.33 Performance Security**

- 2.33.1 Within Seven (7) days of the receipt of Notification of Award/Order from the Procuring Entity (APGCL) or before signing of the Contract, whichever is earlier, the successful Bidder, shall furnish the Performance Security in accordance with the General Terms & Condition (GTC).
- 2.33.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity (APGCL) may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive, provided it agrees to lowest evaluated bid price i.e., L1 price.
- 2.33.3 The validity of the performance security shall be for a period of 45 (forty-five) days beyond the date of completion of all contractual obligations including licenses/warranty and maintenance obligations, if any. All claims under the licenses/warranty, etc. shall be preferred to the executants bank up to 6 (six) months from the above mentioned 45 (forty-five) days period.
- 2.33.4 Performance Security Deposit can also be submitted by the Contractor in the form of Fixed Deposit/Demand Draft.

**2.34 Signing of Contract**

- 2.34.1 Promptly after notification of Award/issue of Purchase Order, the Procuring Entity may send the successful Bidder the draft Contract Agreement.
- 2.34.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity (APGCL) within twenty-eight (28) days of receipt of the Letter of Acceptance/Purchase Order along with required performance security.

## **SECTION-III**

### **3. Evaluation and Qualification Criteria**

#### **3.1 Evaluation Criteria & Methodologies**

##### **3.1.1 Evaluation Criteria**

- (i) The Procuring Entity shall use the criteria and methodologies listed in this Section/in this Document to evaluate Bids. By applying the criteria and methodologies, the TEC (Tender Evaluation Committee) shall determine the Most Advantageous Bid for Item/Schedule/Work. That is, the Bid that meets the Qualification Criteria and has been determined to be:
- a) substantially responsive to the bidding document, and
  - b) the lowest evaluated cost for the item(s) or the Schedule, Works, as the case may be, as per ITB 2.29.
- (i) The determination of bidder quoting lowest cost shall be based on the comparison of evaluated total bid price carried out on "Delivery Duty Paid (DDP) consignee site basis", quoted by substantially responsive bidders and shall be inclusive of all P&F, Freight, Insurance, loading/unloading charges, travelling charges, boarding, lodging, fooding charges, GST, any other tax/duties, etc. That is, L1 bidder shall be the one who quoted the lowest total price inclusive of all cost components, including GST in the BoQ (i.e., Price Bid) of the tender.

#### **3.2 Qualification Criteria**

##### **3.2.1 Eligibility Criteria**

- (i) The Bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of this tender.
- (ii) The Bidder shall be one or more of the following categories of entities to be eligible to participate in the bidding process:
- The Original Equipment Manufacturer (OEM) of the software/licenses, i.e., Fortinet Inc.; or
  - An Authorized Partner, Reseller, Dealer, or Distributor of Fortinet, holding a valid Manufacturer's Authorization Form (MAF) or equivalent partnership status certification from Fortinet valid for the duration of the contract; or
  - An Authorized Importer of Fortinet products and licenses, duly certified and backed by the OEM to provision and support the specific licenses required in this bid.

**Note:**

Documents in regard to bidder being Manufacturer of the offered items/goods shall be submitted in technical bid. Such Documents shall be of Statutory in nature (e.g., Manufacturing License, etc.) and must be also include address details of the manufacturing unit of the offered items, etc.

In case the bidder is a Manufacturer's Authorized Vendor/Distributor/importer of the offered items/goods, then the bidder must submit Authorization Letter(s) from the Manufacturer(s). Further, such Authorized Vendor must submit details of the manufacturer(s) along with address of the manufacturing units, copy of manufacturing licenses, etc.

### 3.2.2 Required Minimum Experience

- (i) The Bidder should be engaged in the business of IT services / business (i.e. in the area of Load Balancer/Firewall/Unified Threat Management) in India for at least three (3) years as on the date of this tender.
- (ii) The Bidder should have supplied and maintained Next Generation Firewall (NGF) for at least five (5) customers in Banking, Financial Service and Insurance ( BFSI)/ Central and State PSU /Government sector/Government Institutions in India during the last five (5) years.
- (iii)The Bidder should have renewed Next Generation Firewall (NGF) (from Fortinet) for at least one (1) customers amounting to minimum of 1 (One) Crore in BFSI/ Central and State PSU/ Government sector/Government Institutions in India during the last five (5) years.
- (iv)The bidder must be currently **maintaining an SD-WAN/NGF project.**
  - Bidders shall submit relevant documents in support of the past experience along with their technical bid. Such documents shall include work order copy and work completion report of the submitted work order copy issued by Client of the bidder.
  - Any adverse remark on the performance of the bidder, quality of material supplied by bidder/quality of work executed by bidder, failure to meet work schedule by the bidder, etc. received from any Client of the bidder may be considered as ground for disqualification of the bidder from this tender.

### 3.2.3 Financial Standing

- (i) The Bidder must have an average annual Turnover of at least Rs. 1 Crore (Rupees One Crore only) during the 03 (three) Financial Year, FY 2022-23, 2023-24 & 2024-25. The bidder should have positive Net Worth for last three financial years - FY 2022-23, 2023-24 & 2024-25.
- (ii) In this regard, a certified copy from the Chartered Accountant or Audited Financial Report for FY 2022-23, 2023-24 & 2024-25 should be submitted by the bidder along with his technical bid.
- (iii)This must be accompanied by relevant financial documents viz. -Balance Sheet, Profit & Loss Statement, ITR, etc. of the 03 (three) financial year, FY 2022-23, 2023-24 & 2024-25.

**\*\*\*In line with the policies of the Government of Assam to ensure transparency, integrity, and compliance with applicable laws, & to prevent loss of Government revenue thereby protecting the interests of the State, it is mandatory that all participating bidders are required to submit a self-undertaking regarding payment of statutory taxes as per format given in Section V: Bidding Forms (Form- B9).**

## **SECTION-IV**

### **4. Schedule of Requirements:**

4.1 **Name of Work:** Tender for selection of vendor for renewal of subscription of Fortinet Licenses with OEM Support for all Fortinet Devices installed at all offices of APGCL, Data Centre (DC), Disaster Recovery (DR) sites for a period of three year

### **4.2 Technical Requirement Specification:**

<b><u>Support &amp; Maintenance</u></b>		
<b>Sl. No.</b>	<b>Minimum Specifications / Requirements</b>	<b>Compliance (Y/N)</b>
1	Manufacturer must include three years of 24x7 hardware & software support, threat intelligence subscription and any other annual fee required as part of the bidder's solution.	
2	The OEM should provide 24x7 technical support through phone and Web for Support, Product Upgrades, Updates, Patches, Signatures and access to Technical Library and Product Documentation during the entire contract period with no additional cost to the APGCL.	
3	The company may, during the warranty period, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs warranty and support is valid across India.	
<b><u>Support &amp; Licensing</u></b>		
<b>Sl. No.</b>	<b>Minimum Specifications / Requirements</b>	<b>Compliance (Y/N)</b>
1	The OEM should provide support service 24x7 Technical Assistance Center (TAC) with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number for all the Fortinet devices.	
2	License and support for Fortigate Firewall with next generation firewall support for minimum three (3) year. The support service should be 24x7 TAC with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number.	
3	License and support for FortiManager including OS/Firmware updates and support for minimum three (3) year. The support service should be 24x7 TAC with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number.	
4	License and support for FortiAnalyzer including OS/Firmware updates and support for minimum three year. The support service should be 24x7 TAC with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number.	

5	Support for FortiSwitch including OS/Firmware updates and support for minimum three year. The support service should be 24x7 TAC with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number.	
6	Support for Fortinet Wireless Access Point including OS/Firmware updates and support for minimum three year. The support service should be 24x7 TAC with L1, L2 and L3 for minimum three (3) year. The OEM should have 24X7 India TAC center with tollfree number.	
7	All Licensing should be per device and not user/IP based (should support unlimited users).	

#### 4.3 Scope of Work:

The scope of work of the bidder shall include Renewal of All existing licenses, subscriptions, and security services of the following :

SI No	Item Details	Model	Qty	License Required	Remarks
1	FortiAP	FortiAP-432F	1	<b>Forticare (Premium)</b> FortiAP-432F <b>3 Year</b> FortiCare Premium Support	
2		FortiAP-231F	75	<b>Forticare (Premium)</b> FortiAP-231F <b>3 Year</b> FortiCare Premium Support	
3	FortiSwitch	FortiSwitchRugged-112D-POE	1	<b>Forticare (Premium)</b> FortiSwitchRugged-112D-POE <b>3 Year</b> FortiCare Premium Support	
4		FortiSwitch-124E-POE	26	<b>Forticare (Premium)</b> FortiSwitch-124E-POE <b>3 Year</b> FortiCare Premium Support	
5		FortiSwitch-108F-POE	1	<b>Forticare (Premium)</b> FortiSwitch-108F-POE <b>3 Year</b> FortiCare Premium Support	
6		FortiSwitch-108E-POE	38	<b>Forticare (Premium)</b> FortiSwitch-108E-POE <b>till 25 Jan 2029</b> FortiCare Premium Support	EOS date announced by Fortinet i.e. 25 Jan 2029
7	FortiGate	FortiGate-100F	4	<b>Enterprise Bundle</b> FortiGate-100F <b>3 Year</b> Enterprise Protection (IPS, AI-based Inline Malware Prevention, DLP, App Control, Adv Malware Protection, URL/DNS/Video Filtering, Anti-spam, Attack Surface Security, Converter Svc, FortiCare Premium)	
8		FortiGate-40F	4	<b>Enterprise Bundle</b> FortiGate-40F <b>3 Year</b> Enterprise Protection (IPS,	

				AI-based Inline Malware Prevention, DLP, App Control, Adv Malware Protection, URL/DNS/Video Filtering, Anti-spam, Attack Surface Security, Converter Svc, FortiCare Premium)	
9		FortiGate-60F	3	<b>Enterprise Bundle</b> FortiGate-60F <b>3 Year</b> Enterprise Protection (IPS, AI-based Inline Malware Prevention, DLP, App Control, Adv Malware Protection, URL/DNS/Video Filtering, Anti-spam, Attack Surface Security, Converter Svc, FortiCare Premium)	
10	FortiManager	FortiManager VM S-Series	1	<b>FortiManager Elite bundle (2 x 10 Devices/VDOMs) 3 Years</b>  OS Updates 20 devices/vdoms managed by FortiManager VM S-series,  Premium Web Support 20 devices/vdoms managed by FortiManager VM S-series,  Premium Comprehensive Support 20 devices/vdoms managed by FortiManager VM S-series,  Upgrade FortiCare Premium to Elite for 20 devices/vdoms,  VM License 20 devices/vdoms managed by FortiManager VM S-series	
11	FortiAnalyzer	FortiAnalyzer-150G	1	<b>Enterprise Protection</b> FortiAnalyzer-150G <b>3 Year</b> Enterprise Protection (FortiCare Premium plus Indicators of Compromise Service, Security Automation Service, FortiTIP SaaS Extension, and FortiGuard Outbreak Service) <b>FortiGuard Attack Surface Security Service</b> FortiAnalyzer-150G <b>3 Year</b> FortiAnalyzer Attack Surface Security Rating and Compliance	

**Note:**

1. **Product Serial Numbers are mentioned in Annexure I**
2. **The licenses and warranties will not be downgraded under any circumstances from their currently active terms of licenses and warranty.**
3. **Any license, feature, or security service currently subscribed and operational on the existing Fortinet Firewall and other Fortinet Device environment shall be renewed on a like-to-like basis, even if not explicitly listed above.**

**4.4 Validity Assurance:**

- a. The bidder must ensure that the renewed license is directly registered against the Purchaser's Fortinet Account or Appliance Serial Number, with a validity of 36 months from the date of activation. **(Except FortiSwitch-108E-POE, validity till 25 Jan 2029)**
- b. The bidder must ensure uninterrupted entitlement to technical support, security updates, firmware/software updates, patches, and other services covered under the OEM support package during the entire contract period.
- c. The Contractor shall be responsible for successful renewal, activation, and continuity of services without any lapse in coverage.

In addition to the above, the bidder must provide a **License Certificate** or OEM confirmation email reflecting:

- a. Activation Date
- b. Serial Number
- c. Validity Period
- d. Features Included

**4.5 Project Timeline:**

The bidder must adhere to the timelines stipulated below. The bidder is expected to factor in all effort required to adhere to these timelines. As the licenses are very critical for overall working of the network infrastructure, APGCL will not entertain or accept any plea by the bidder later date for deviating from these timelines. Non-compliance to these timelines by the bidder would lead to Liquidated Damages as stated in this Bid.

Sl. No.	Key Activity	Timeline
1	Enabling and Commissioning of all the Licenses	Maximum of 10 working days from the date of receipt of Letter of Intent (LoI)/ Notification of Award (NoA) or from Effective date of Contract.

**Consignee Address Details**

The Chief General Manager (PP&I),  
 3<sup>rd</sup> Floor, Bijulee Bhawan, APGCL.  
 District: Kamrup Metro  
 State: Assam  
 PIN: 781001  
 Contact No.: (M).  
 Email Id: [akshay.talukdar@apgcl.org](mailto:akshay.talukdar@apgcl.org)

## **SECTION-V**

### **5. Bidding Forms**

Bidders shall fill-up and sign-seal and submit the below given relevant Forms – B1 to B7 and B9 in technical bid.

#### **5.1 Letter of Bid**

##### **FORM-B1**

Letter of Bid (the bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.)

Date: [insert date (as DD, MM, YYYY) of Bid Submission]

Tender Ref. No.: \_\_\_\_\_

To:

The Chief General Manager (PP&I), APGCL  
3rd Floor Bijulee Bhawan  
Paltanbazar, Guwahati-781001

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued to Bidders;
- b) We meet the eligibility and qualification criteria as set out in this Bidding Document;
- c) We have submitted the required bid security (EMD) and tender processing fee as stated in the bid document.
- d) We offer to supply following tendered item(s) in conformity with all terms and conditions as specified in the Bidding Documents including the quantity, quality standard and delivery conditions, etc., as specified in the bid document under scope of work:

<b>Sl. No</b>	<b>Name of the Item(s)</b>	<b>Description</b>	<b>Remarks</b>
1			
2			
3			
4			

- e) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for 180 (one hundred eighty days) from the start date of online submission of bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) If our bid is accepted, we commit to obtain a performance security in accordance with the Performance Security Deposit Clause of the Bidding Document.
- g) We are not participating, as a Bidder, in more than one bid in this bidding process.
- h) We, along with any of our suppliers, OEM are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;

- i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;
- j) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement;
- k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- n) We understand that this bid shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

**5.2 Bidder Information Form****FORM-B2****Bidder Information**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as DD, MM, YYYY) of Bid Submission]*

Tender Ref. No.: \_\_\_\_\_

1. Bidder's Name <i>[insert Bidder's legal name]</i>				
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration/incorporation]</i>				
3. Bidder's Address: <i>[insert Bidder's legal address]</i>				
4. Activities Undertaken by the Bidder:				
5. Bidder's Authorized Representative Information				
a) Name: <i>[insert Authorized Representative's name]</i>				
b) Address: <i>[insert Authorized Representative's Address]</i>				
c) Telephone/Fax numbers: <i>[insert telephone/fax numbers]</i>				
d) Email Address: <i>[insert Authorized Representative's email address]</i>				
<b>6. Details of the Manufacturer and the Production/Processing facility from where the offered goods/item(s) have been produced and processed.</b>				
Sl. No.	Name of the Goods/Item(s) offered	Name of the Manufacturer	Details of the Production Facility	Details of the Manufacturing License
1				
2				

3				
4				
5				
6				
7				

7. Years of experience in similar line of activity:

8. List of clients in Govt/Public Sector to whom supply has been done in last three years:

9. Details of the Bank Account:

- (i) Name of the Bank:
- (ii) Type of Account:
- (iii) Account Number:
- (iv) IFSC:

**Signature of the Bidder/ Authorized Signatory**

**(Name, Address & Designation)**

**5.3 Manufacturer's Letter of Authorization****FORM-B3****Manufacturer's Authorisation Letter**Date: *[insert date (as DD, MM, YYYY) of Bid Submission]*

Tender Ref. No.: \_\_\_\_\_

To: *[insert complete name of Bid Inviting Entity]*

WHEREAS

We *[insert complete name & address]*, who are manufacturer of *following items/products*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide licenses of the following item(s), produced/manufactured by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Item(s)
1	
2	
3	
4	

We are the manufacturer of the product as stated above.

We shall stand guarantor w  
ith respect  
to the authenticity, validity, and genuinen  
ess of the licenses/subscriptions/products provided by us and supplied by <insert the name of the bidder> to <insert name of the procuring entity> upon award of the contract.

We also undertake to fulfil all obligations relating to renewal, support, warranty, maintenance, and continuity of the licenses/subscriptions/products, as applicable under the bid terms and conditions, either directly or through our authorized representatives.

Signed: *[insert signature(s) of authorized representative(s) of the Producer/Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Producer/Manufacturer]*

Designation: *[Designation]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, *[insert date of signing]*

**Note:** The Bidder (if not the manufacturer of the goods offered) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. **This letter of authorization should be on the letterhead of the Manufacturer** of the Goods offer and **should be signed by a person with the proper authority** to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

**5.4 Details of Orders****FORM- B4**

Name of the Bidder: \_\_\_\_\_

Tender Reference No. \_\_\_\_\_

<b>Name of the Client</b>	<b>Order No. and Date</b>	<b>Description of the Goods Supplied &amp; Work Executed</b>	<b>Value of Order</b>	<b>Quantity</b>	<b>Reason for delay in completion, if any.</b>
1	2	3	4	5	6

**Signature**  
**(Bidder/ Authorised Representatives)**

The Bidder shall also furnish the following documents in connection with their past performance:

- i) Copy of Orders.
- ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract: Work Completion Report.

**5.5 Financial Strength of the Bidder****FORM-B5****Certificate on Financial Strength  
(On the letterhead of Chartered Accountant/Statutory Auditor)**

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year 2022-23, 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

**(Amount in INR Lakhs)**

Financial Information	Financial Year			Average
	2022-23	2023-24	2024-25	
	Audited	Audited	Audited	
<b>Total Turnover</b>				
<b>Net worth</b>				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:

**Signature and seal of the CA firm**

Place:

**UDIN:.....**

Note:

- a) The bidder must furnish CA Certified/Audited financial statements for the above-mentioned financial years.

**5.6 Power of Attorney for Signing of Bid****FORM-B6****Format for Power of Attorney for Signing of Application  
(On a Stamp Paper of Rs 100/-)**

We, ..... [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms. ....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for \_\_\_\_ [insert Name of the Work] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_\_ day of \_\_\_\_ 2026

For \_\_\_\_\_  
(Signature)  
(Name, Designation and Address)

Accepted \_\_\_\_\_ (Signature)  
(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

**Note:**

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the **Consulate of India**. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

**5.7 Undertaking by the Bidder**

**FORM-B7**

**Affidavit**

**(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)**

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) /director(s)/partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the \_\_\_\_\_ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/ conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert tender number &date*] for [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorized Representatives

**5.8 Bank Guarantee Format for Bid Security (EMD)****FORMAT-B8****Format of BG for Bid Security (EMD)****(IN STAMP PAPER of Minimum Rs 100/-)****Bank Guarantee No:** \_\_\_\_\_, **Date:** \_\_\_\_\_**Bank Details:****Guarantor:****Tender No:****Name of Work:****Name of Bidder/Applicant:****Beneficiary:** Chief General Manager (PP&I),

Assam Power Generation Corporation Ltd. (APGCL)

3<sup>rd</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati - 781001,

Assam.

Whereas .....(Name and address of the bidder) is willing to submit their bid against the above mentioned tender no: ..... for .....(Name of Work) invited by the beneficiary on behalf of Assam Power Generation Corporation Ltd. and as per tender/bid conditions, the applicant is required to submit a Bank Guarantee as Earnest Money Deposit.

At the request of the applicant, we as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of Rs.....(in numeric) (Rupees .....only- In words) if:

- 1) The bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the bid.
- 2) The bidder fails to furnish the Performance Security for the due performance of the contract/Work Order against this tender.
- 3) The bidder fails or refuses to execute the contract.

We undertake to pay the beneficiary up to the above amount upon receipt of its first written demand, without the beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up.....(date) i.e. for 01 (one) Year from the start date of online submission of bid up to amount Rs..... (in numeric) (Rupees .....only- In

words) and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary, notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein:

1. Our liability under this bank Guarantee shall not exceed Rs.....(in numeric) (Rupees .....only- In words).
2. This Bank Guarantee shall be valid up to.....(date) i.e. from 01 (one) Year from the start date of online submission of bid.
3. The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee up.....(date) i.e. up to a period of 01 (one) Year from the start date of online submission of bid.
- 4.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2026

(Signature on behalf of the Nationalized/Scheduled Bank)

(Seal of the  
Nationalized/Scheduled Bank)

Address of the main Branch of the Bank.....

Address of the BG issuing Bank.....

**5.9 Statutory Tax Compliance**

**Form- B9**  
**Self–Undertaking for Payment of Statutory Taxes**

**To,**

The Procuring Entity,  
 [Name of Department/Organization]  
 [Address]

**Subject:** Self–Undertaking regarding payment of statutory taxes before applying for tender Tender/Bid Reference No & Date: \_\_\_\_\_.

- a) I/We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the date of this tender submission and undertake to promptly discharge any such dues that may arise during the tenure of the contract.
- b) I/We shall be solely responsible for payment of all applicable taxes, including GST, duties, license fees, cess, and any other statutory liabilities arising in connection with the performance of the contract.
- c) I/We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default and shall bear complete responsibility for settlement of such dues, keeping the Procuring Entity fully indemnified against any liability in this regard.
- d) I/We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority up to the date of this submission have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to settle the same before award of contract, keeping the Procuring Entity indemnified against any liability.
- e) In case of any reduction in the rate or amount of GST, taxes, duties, or levies after the Notification of Award, the corresponding benefit shall be duly passed on to the Procuring Entity without delay.
- f) This undertaking shall remain valid and binding for the entire duration of the tender evaluation and, if awarded, for the full tenure of the contract including any extensions, until its closure.
- g) I/We understand that at any stage if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and proceed with alternate arrangements as per the tender's risk purchase clause if any.

I/We declare that the above statements are true to the best of my/our knowledge and belief.

**Authorized Signatory**

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Firm/Company Name : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Place : \_\_\_\_\_

**Company Seal:**

**5.10 Checklist of Documents**

To be submitted along with Technical Bid by Bidder:

**FORM-B10****CHECKLIST**

Sl. No.	Description of the Document	Page		Remarks (if any)
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**5.11 Bidder's Clarification Form****FORM-B11  
Clarification form**

**TENDER FOR SELECTION OF VENDOR FOR RENEWAL OF SUBSCRIPTION OF FORTINET LICENSES WITH OEM SUPPORT FOR ALL FORTINET DEVICES INSTALLED AT ALL OFFICES OF APGCL, DATA CENTRE (DC), DISASTER RECOVERY (DR) SITES FOR A PERIOD OF THREE YEAR**

**Bidder's Request for Clarification**

<b><u>Name of Organisation submitting request</u></b>	<b><u>Name and position of person submitting request</u></b>	<b><u>Full Formal address of the organisation including phone, mobile and email</u></b>

<b><u>Sl No</u></b>	<b><u>Section/Clause No.</u></b>	<b><u>Reference to the Bid document</u></b>	<b><u>Clarifications Sought</u></b>

## **SECTION-VI**

### **6. General Terms and Conditions (GTC):**

The bidder must adhere to the clauses of this tender document and also, the tender must be submitted as per instructions given in this document, in the absence of which the submitted tender of the bidder may not be considered for evaluation at this end. However, in case of deviation from any of APGCL's tender document clause by the bidder, the same must be stated clearly as per the format given below:

#### EXCEPTION AND DEVIATION PROFORMA

Sl. No.	Ref of Bid Document		Subject	Deviation Details
	Page No.	Clause No.		

In case the bidder doesn't state the deviation(s) clearly, it will be presumed that the bidder has accepted all terms and conditions of this tender document. **Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of APGCL.**

The clauses under the 'Terms & Conditions of Contract' are given below:

#### **6.1 *Firm Price:***

The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work in full.

The price offered in the Price Bid for the item(s) shall be based on FOR consignee location/DDP {Delivery Duty Paid} (Place of destination) price. (i.e., Charges against Freight, Transit Insurance, Packing and Forwarding etc. **shall be inclusive**). The basic prices shall also be **inclusive of** any charges against travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site, etc.

#### **6.2 *Performance Security Deposit:***

On receipt of the Letter of Acceptance/Order, the successful bidder shall have to deposit a Bank Guarantee from a Nationalized or Scheduled Bank of RBI for an amount equivalent to 10% (ten percent) of the total value of Order (including GST, etc.) as performance security, **within 7 (seven) days** from the date of receipt of the LOA/Order or before signing of contract, whichever is earlier, duly pledged in favor of the Chief General Manager (PP&I), APGCL and such security deposit shall be valid up to 45 (forty-five) days beyond the date of completion of all contractual obligations including license & support/warranty and other obligations, if any. All claims under the warranty etc. shall be preferred to the executants bank up to 6 (six) months from the above-mentioned 45 (forty-five) days period.

If the Contractor fails or neglects to perform any of his obligations under the contract/as per order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, the security deposit furnished by the Contractor. No interest shall be payable on such deposits.

**Note:** The successful bidder is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- i. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.
- ii. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 37501020007573, IFS code-UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

**Apart from Bank Guarantee, Performance Security Deposit can also be submitted through Fixed Deposit (FD) and Demand Draft (DD), pledged/drawn in favor of The Chief General Manager (PP&I), APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati-1. All other Terms & Conditions regarding the Performance Security Deposit shall remain the same as mentioned in the above paragraphs.**

**Note:** The Bid Security (EMD) deposited by a Bidder may be forfeited in case the bidder does not deposit the required performance security and/or sign the contract **within the specified time period.**

### 6.3 **Delivery and Transmission of Licenses/Subscriptions**

The Bidder shall ensure secure and timely delivery of all licenses/subscriptions/support renewals, activation keys, entitlement certificates, credentials, and related documents required under the Contract, whether delivered electronically or in physical form, as applicable.

The Bidder shall take all necessary precautions to prevent loss, unauthorized access, corruption, delay, or discrepancy during transmission and delivery and shall ensure successful activation and accessibility of the licenses/subscriptions/support services at the Purchaser's (APGCL's) designated location or account.

### 6.4 **Insurance:**

- a. The Contractor shall, unless otherwise specified by the Purchaser (APGCL), insure the materials through their underwriter at their cost and shall keep it insured against any loss/damage/pilferage in transit, destruction or damage by fire/flood, exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the Purchaser's (APGCL) destination store and till commissioning/handover to APGCL.
- b. The Contractor shall be responsible for safe arrival of the goods at destination (APGCL Store), their unloading and their receipt by the consignee. Assam Power Generation Corporation Limited will discharge consignee's responsibilities only and shall not be responsible for any damage/loss/pilferage/ non-delivery by the carriers.
- c. In case of any loss/damage/pilferage/non-delivery/short delivery by carriers etc. the supplier (Contractor) shall replace free of cost the missing/damaged/lost materials within 30 (thirty) days from the receipt of report thereof from the consignee without waiting for settlement of their claims with their carriers/ under-writers. Normally such reports from the consignee to the supplier (Contractor) shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him.
- d. If it is considered necessary that the damaged equipment either in part or in full be sent back to the manufacturer's works for repair, the manufacturers/suppliers (Contractor) will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.

- e. Unless otherwise mutually agreed upon, in case of failure by the supplier to replenish/ make good of the loss/ damage/ short supplied quantities, within the stipulated period, the Purchaser (APGCL) reserves the right to forfeit the security deposit and/or adjust any outstanding payment to the Contractor with APGCL or take any other appropriate action.
- f. All materials will be dispatched against clear door delivery basis unless otherwise agreed by the Purchaser (APGCL).

#### **6.5 Clarification and Additional Information:**

During the submitted bid's evaluation, APGCL may request the bidder for any clarification on the submitted bid and/or documents related to the tender. The bidder shall submit the sought clarifications and/or document(s) within stipulated time as determined by the undersigned. However, seeking clarification and document(s) during bid evaluation shall be on sole discretion of APGCL.

#### **6.6 Precautions to be Taken During Execution of Work/Service:**

The Contractor shall take all necessary precautions, care, and safety measures during execution of the work relating to renewal, activation, support, and maintenance of Fortinet licenses/services so as to ensure uninterrupted and secure operation of the Purchaser's IT and network infrastructure.

The Contractor shall:

- a. Ensure that no interruption, degradation, or adverse impact is caused to the existing network, security systems, applications, or services of the Purchaser during execution of the work.
- b. Maintain strict confidentiality of all information, data, configurations, passwords, license keys, network details, and credentials made available during execution of the contract and shall not disclose the same to any third party without prior written approval of the Purchaser.
- c. Ensure that only authorized and technically competent personnel are deployed for execution of the work and that such personnel comply with the security policies/guidelines of the Purchaser.
- d. Take adequate safeguards against unauthorized access, cyber security incidents, malware introduction, theft, misuse, or compromise of the Purchaser's systems and data.
- e. Be solely responsible for any loss, damage, disruption, security breach, or liability arising out of negligence, unauthorized actions, or non-compliance attributable to the Contractor or its personnel.
- f. Promptly report any incident, vulnerability, service disruption, or security breach noticed during execution of the work to the Purchaser.
- g. Comply with all applicable statutory provisions, cyber security guidelines, and directions issued by Government authorities and the Purchaser from time to time.
- h. The Contractor shall indemnify and keep indemnified the Purchaser against any loss, damage, claim, cost, or liability arising out of or in connection with execution of this work during the period of the contract.

#### **6.7 Liability for Accident and Damage:**

The Contractor shall not claim for compensation arising out of any accident(s) or damages done during the course of work execution at work site & the Contractor will be responsible for paying compensation to the worker as per Workmen Compensation Act, 1923 and subsequent amendments thereof. It is further clarified that in case any payment is to be made by the Contractor under the said Workmen Compensation Act, the same shall be paid forthwith and in case of failure in making such payments APGCL shall make payment and the amount so paid shall be deducted from the bills of the Contractor.

The Contractor shall adequately insure against liability to third party, in the joint names of the Employer, the Contractor and the sub-contractor for any loss, damage, death or bodily injury which may occur to any physical property owned by others, the goods/materials of the contract or to any person which may arise out of the performance of the contract.

**6.8 Acceptance of the Order/LOA:**

Acceptance of the Order/LoA in writing shall be conveyed by the supplier/Contractor to the Purchaser/Employer (APGCL) within 07 (seven) days from the date of issue of the such Order/NoA/LoI failing which, it will be presumed that the Contactor has accepted the same in full.

**6.9 Force Majeure:**

Normally, force majeure shall cover only Act of God, fire, war, riots, epidemics and act of Government, etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the Contractor, primarily due to statutory compulsion, extension of delivery time may also be considered on merit of individual case.

In case of a force majeure condition, the Contractor shall notify APGCL in writing such condition within 10 (ten) days from the beginning of such delay for consideration and acceptance. Unless otherwise directed by the Purchaser (APGCL) in writing, the Supplier (Contractor) 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.

**6.10 Settlement of Disputes:**

**a. Amicable Settlement:**

If any dispute or difference (s) of any kind whatsoever arise between the parties in connection with or arising out of the work/contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such disputes or differences by mutual consultation between the authorized representatives of both the parties for amicable settlement of the dispute within a period of ninety (90) days after receipt by one party of the other party's request for such amicable settlement.

**b. Arbitration:**

Any dispute, controversy or claim arising out of or relating to this work/contract or the breach, termination or invalidity thereof, that cannot be settled amicably between both the parties shall be settled by Arbitration.

In any arbitration proceeding hereunder-

- i. Arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment thereof.
- ii. Arbitration shall be by a sole arbitrator, if agreed upon by the Parties. Failing agreement on the identity of such sole arbitrator, each Party shall appoint one arbitrator, and these two appointed arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel and act as the Presiding Arbitrator.
- iii. In an arbitration proceeding consisting of three arbitrators, if a party fails to appoint an arbitrator within 30 days from the receipt of a request to do so from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made upon request of a party by the High Court or by the President, Institution of Engineers (India), Assam State Centre.

- iv. In an arbitration with sole arbitrator, if the parties fail to agree on the arbitrator within 30 days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- v. Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
- vi. English language shall be the official language for all purposes.
- vii. Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) and the Arbitral Award shall be final and binding on the parties and the persons claiming under them respectively and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- viii. The arbitrators and the parties to the arbitration shall maintain confidentiality of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation, enforcement and setting aside of the award.
- ix. The cost of arbitration shall be equally shared among both the parties.

**6.11 Legal Jurisdiction:**

Any disputes or differences arising under, out of, or in connection with this work/contract, shall be subject to the exclusive jurisdiction of courts at Guwahati only.

**6.12 Mistakes/Errors in submitted Bid:**

The Contractor shall be responsible and liable for any change in the work due to any discrepancies, errors, or omissions in the submitted bid which have arisen due to inaccurate information or particulars furnished by the Contractor, even though approved by APGCL.

**6.13 Indemnification:**

The Contractor shall indemnify APGCL against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India for the use of any equipment supplied by the Contractor but such indemnity shall not cause any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

**6.14 Subletting Contract:**

The Contractor shall not, without the consent in writing of APGCL assign or sublet his contract, or any substantial part thereof, or interest therein of benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the Sub-contractors are named in the tender provided any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

**6.15 Variation of Quantity:**

APGCL might increase or decrease the quantity of materials by 20% if so required and the bidder shall agree to the same and shall supply the materials at the same quoted rates/prices in BOQ and terms and conditions stipulated in the tender except in regard to delivery schedule/work completion period, which shall be mutually agreed upon in case of increase in the ordered quantity from that in the tender.

**6.16 Co-Operation with Other Contractors:**

The Contractor shall agree to co-operate with the APGCL's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from APGCL for such technical co-operation.

**6.17 Contractual Failure:**

In the event of contractual failure of any respect on the part of the Contractor, APGCL shall be entitled to **forfeit** the performance security deposit or any deposit or any payment due to the Contractor from this or his other contracts towards the recovery of APGCL's claim for damages arising out of the failure. In addition, APGCL may black-list or ban the Contractor or pending enquiry, suspend him or take any other steps considered suitable.

**6.18 Rejection:**

In the event, any of the materials supplied by the Contractor or work executed is found defective or otherwise not in conformity with the requirements of the contract/tender specifications, APGCL shall either reject the material/work or request the Contractor in writing to rectify the same. The Contractor, on receipt of such notification shall rectify or replace the defective material/rectify the defective work free of cost to APGCL. If the Contractor fails to do so, APGCL may at its option: -

- (a) Replace or rectify such defective/non-conforming material/correct the defective work and recover the extra cost so involved plus 15% as overhead charge from the Contractor, or
- (b) Terminate the contract for default, or
- (c) Acquire the defective material at a reduced price as considered equitable under the circumstances.

**6.19 Deduction from Contract Price:**

All cost, damages or expenses which APGCL may have made for which, under the contract, the Contractor is liable, may be deducted by APGCL from any money due or becoming due by APGCL to the Contractor or may be recovered by action at law or otherwise from the Contractor.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the earnest money/security deposit and withheld amounts, the balance due to APGCL may at the option of APGCL be recovered from any money due to the Contractor from APGCL under other contracts with the Contractor.

**6.20 Death, Bankruptcy etc.:**

If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, then APGCL shall be at liberty to: -

- (a) Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
- (b) Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by APGCL.

In case of death of the Contractor before completion of the work, then APGCL shall be at liberty to:

- (a) Close up the contract and take over the completed portion of work/supply done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
- (b) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by APGCL commensurate with the incomplete portion of the work/supply. APGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

**6.21 Regulation of Local Authorities:**

The Contractor shall abide by the regulation of local Authorities unless such regulation is repugnant to any terms of the contract agreed upon.  
The Contractor is required to fulfill all criteria related to Labour Laws.  
The Contractor will also comply with all regulations/directives of both State & Central Government Pollution Boards.

**6.22 Suspension Of Business Dealings with Firms/Contractors:**

APGCL may suspend business dealings with a Firm/Contractor, if:

- (a) The Central Bureau of Investigation or any other investing agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
- (b) APGCL has past record of non-performance of the Firm in it's previously awarded contracts.
- (c) APGCL has record of ban against the Firm by other Government / Public sector utility.
- (d) However, APGCL shall give the Firm/Contractor a fair chance to explain the circumstances of such previous suspensions.

**6.23 Banning Of Business Dealings with Firms/ Contractors:**

APGCL may ban business dealings with a Firm/Contractor, if:

- (a) The owner (s) of the Firm/Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- (b) There is strong justification that the Firm has been guilty of malpractices, such as, bribery, corruption, fraud, substitution of tenders, misrepresentation, evasion or habitual default in payment of any Government tax, etc.
- (c) The Firm continuously refuses to return government dues without showing adequate cause and Government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- (d) The Firm is found guilty of involving in unethical practices, such as:
  1. "Corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official procurement process or in contract execution.
  2. "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
  3. "Collusive practice" involving a scheme among bidders (prior to or after submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  4. "Coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

APGCL may sanction a Firm/ Contractor or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

**6.24 Language:**

Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser (APGCL), shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6.25 Nationality and Country of Origin Requirements:**

The Contractor and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

**6.26 Tax and Duty Responsibility.:**

The Contractor shall be responsible for all taxes, duties, license fees, etc. incurred until completion of contracted work of the purchaser (APGCL). The participating bidder shall submit a self-undertaking on Statutory Tax Compliance as per Form B-9

**6.27 Inspection, Testing Verification and Acceptance of Licenses/Subscriptions:**

6.27.1 The Contractor shall, at its own expense and at no additional cost to the Purchaser (APGCL), ensure successful renewal, activation, and delivery of all offered licenses/subscriptions/support services in accordance with the contract requirements and OEM standard practices.

6.27.2 The Purchaser (APGCL) or its designated representative may verify the authenticity, validity, activation status, support coverage, subscription period, and compliance of the supplied licenses/subscriptions with the contract specifications and OEM records.

6.27.3 If required, such verification may be carried out through OEM portals, license certificates, email confirmations, support entitlement records, or any other relevant documents provided by the Supplier (Contractor) or the OEM.

6.27.4 The Supplier (Contractor) shall provide all necessary documents, credentials, authorizations, license details, activation keys, support information, and OEM confirmations required for verification by the Purchaser (APGCL).

6.27.5 The Supplier (Contractor) shall furnish documentary evidence/reports confirming successful activation and validity of the licenses/subscriptions/support services.

6.27.6 The Purchaser (APGCL) may reject any license/subscription/support service or part thereof found to be invalid, inactive, non-genuine, non-compliant with specifications, or not properly renewed. The Supplier (Contractor) shall rectify or replace the same and ensure compliance with the contract requirements at no additional cost to the Purchaser (APGCL).

6.27.7 The Supplier (Contractor) agrees that verification, acceptance, or use of the licenses/subscriptions/support services by the Purchaser (APGCL) shall not relieve the Supplier (Contractor) from any warranty, support, renewal, or other contractual obligations under the Contract.

**6.28 Confidential Information:**

- a. Any information derived or otherwise communicated by the Purchaser (APGCL) to the Supplier (Contractor) in connection with the contract shall be kept/treated as secret and shall not without written consent of the Purchaser (APGCL)

be published or disclosed to any third party or made use of by the Supplier except for the purpose of execution of the contract.

- b. The Purchaser (APGCL) and the Supplier (Contractor) shall keep 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. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GTC Clause Copyright.
- c. The Purchaser (APGCL) shall not use such documents, data, and other information received from the Supplier (Contractor) 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.
- d. The obligation of a party under GTC Sub-Clauses 6.29 (a, b, c) above, however, shall not apply to information that:
  - i. The Purchaser or Supplier need to share with the such institution(s) participating in the financing of the Contract;
  - ii. Now or hereafter enters the public domain through no fault of that party;
  - iii. 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
  - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e. The above provisions of GTC Clause 6.28 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/Work or any part thereof.
- f. The provisions of GTC Clause 6.28 shall survive completion or termination for whatever reason, of the Contract.

#### 6.29 **Limitation of Liability:**

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier (Contractor) to the Purchaser (APGCL), 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 replacing the substandard Goods supplied/ substandard work executed, or to any obligation of the supplier to indemnify the purchaser (APGCL) with respect to patent infringement.

#### 6.30 **Copyright:**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser (APGCL) by the Supplier (Contractor) herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser/Authority 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.

## **SECTION VII**

### **7. Special Terms and Conditions (STC)**

#### **7.1 Terms of Payment:**

1. 100% payment of the total order Value (including GST) shall be made after successful delivery, installation of licenses and acceptance of the ordered licenses and materials as per APGCL Order and subjected to submission of Performance Security Deposit.
2. The licenses must reflect in the Fortinet Cloud Dashboard or individual hardware.
3. APGCL also reserves the right to prescribe additional documents for release of payments, and the Bidder/SI shall comply with the same.
4. All payments will be made in Indian Rupees only.
5. Documents to be submitted along with invoice.
  - a. Proof of Fortinet License installation from OEM.
  - b. Installation report duly signed by the authorized representative of the purchaser.
  - c. Report/Screen shot of all the licenses installed.
6. Paying Authority:  
The Chief General Manager (F&A), APGCL,  
3rd Floor, Bijulee Bhawan, Paltan Bazar,  
Guwahati-781001.

Note:

- All bills are to be processed through The Chief General Manager (PP&I), APGCL.
- Performance Security Deposit shall be submitted within seven (07) days of the receipt of Letter of Acceptance/Notification of Award (NoA)/Order from the Procuring Entity (APGCL) or before signing any Contract, whichever is earlier or applicable.

#### **7.2 Warranty Clause:**

- i. The Contractor shall ensure that all licenses/subscriptions supplied under the contract are genuine, valid, unused, and sourced through authorized channels of Fortinet and shall be eligible for registration, activation, support, updates, upgrades, and subscription services in the name of APGCL

The Contractor further warrants that:

- a. The licenses/subscriptions supplied shall remain valid for the entire contract/subscription period as specified in the Purchase Order/Tender.
- b. The licenses/subscriptions shall provide uninterrupted entitlement to technical support, security updates, firmware/software updates, patches, and other services covered under the OEM support package.
- c. The Contractor shall be responsible for successful renewal, activation, and continuity of services without any lapse in coverage.
- d. In case of any defect, failure, invalidity, non-activation, incorrect licensing, denial of OEM support entitlement, or interruption of subscribed services attributable to the Contractor, the Contractor shall rectify the issue and restore the services immediately upon written notice from APGCL, without any additional cost to APGCL.

- e. Any rectification, replacement, revalidation, or restoration of license/subscription services shall be carried out within a reasonable period as determined by APGCL. All associated costs shall be borne by the Contractor.
- ii. Failure to Rectify Defects: If the Contractor fails to rectify the defects/issues within the time specified by APGCL, APGCL may:
  - a. Obtain the required renewal/support/services from other sources at the risk and cost of the Contractor, and recover the additional expenditure incurred from the Contractor.
  - b. Determine and certify a reasonable reduction in the contract price.
  - c. Terminate the contract and recover from the Contractor all sums paid in respect of the affected portion of the work/services.

### 7.3 Work Completion Period:

Sl. No.	Key Activity	Timeline
1	Enabling and Commissioning of all the Licenses	Maximum of 10 working days from the date of receipt of Letter of Intent (LoI)/ Notification of Award (NoA) or from Effective date of Contract

Liquidated damage due to delay in supply shall be levied as per the Liquidated Damage Clause of this tender.

### 7.4 Liquidated Damage (LD):

The date of delivery/completion of work shall be deemed to be the essence of the contract and shall be completed not later than the date specified in the order/contract. In case of failure to deliver the material/equipment in full or to complete the delivery within the stipulated work completion time period, the Purchaser/Employer (APGCL) shall be entitled to: -

- 7.4.1 Recover an amount at the rate of 1% (one percent) of the Contract Price/Order value of Material delayed per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the Contract Price/Order value of Material delayed as Liquidated Damage. However, the payment of liquidated damage shall not in any way relieve the Contractor from any of its obligation to complete the work or from any other obligation and liabilities of the Contractor under the Contract/as per order.
- 7.4.2 Purchase the undelivered material/equipment from elsewhere or to complete the balance work, giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at risk and responsibility of the Contractor.
- 7.4.3 Cancel the Contract/Order wholly or in part and to purchase materials/equipment at the full risk and cost of the Contractor and forfeit the security deposit.

### 7.5 Cyber Security Clause: (if applicable)

All bidders shall adhere to the Order of Ministry of Power, Govt. of India, No. 12/34/2020 – T&R, dated 24/12/2021 and No. 25-10/72/2024-PG, dated 06/08/2025 regarding Testing of power system equipment for use in the Supply System and Network in the Country for Cyber Security and shall also follow the Guidelines of CEA for Cyber Security in Power Sector, 2021. The products offered

and thereafter supplied by bidder shall adhere to the above Order and Guidelines. Bidder shall submit all the requisite documents in this regard including Test Certificates, etc. from Designated Laboratories of their offered/supplied products and shall fulfil all the mandatory requirements in this regard.

Bidder shall submit his signed & sealed confirmation regarding adherence to the above requirements along with all mandatory documents, test reports from Designated Laboratories, etc. in technical bid.

#### **7.6 Mandatory documents:**

The bidder must upload the scanned copies of the following mentioned documents along with the technical bid on [assamtenders.gov.in](http://assamtenders.gov.in), failing which the submitted bid of the bidder may be treated non-responsive.

- (a) Copy of PAN Card and EPF Registration.
- (b) Copy of GST Registration Certificate of the bidder's Firm.
- (c) Documents related to bidder's eligibility and past experience.
- (d) Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/Partnership Deed (in case of LLP)/Certificate of Incorporation (in case of Company) whichever is applicable.
- (e) Documents related to the bidder's average annual turnover & net worth during 03 (three) Financial Year (FY 2022-23, 2023-24 & 2024-25). These documents must be certified by a Chartered Accountant.
- (f) Signed & Sealed Confirmation from Bidder stating that they had quoted for all items (entire bidder's scope) required as per this Tender Clause Section-IV: Schedule of Requirements)/BoQ1. **No Part Offer is accepted.**
- (g) Duly signed and sealed copy of the complete bid document.
- (h) Technical documents of the products offered.
- (i) Payment proof of EMD.
- (j) Authorization Letter (s) in case the bidder is not the manufacturer. Also, detailed documents of their manufacturer.
- (k) Statutory document in regard to bidder being Manufacturer(s) of the offered materials along with address details etc.
- (l) **All Bidding Forms (B1 to B11), duly filled up as per the instructions provided therein.**
- (m) All requisite documents, test reports of Designated Laboratories, etc. (if applicable) regarding Cyber Security Guidelines.
- (n) **Valid copy of work completion certificate/ work order.**
- (o) All other documents as sought in this Tender.
- (p) Any other document as deemed necessary as per this Tender.

--Sd--

**Chief General Manager (PP&I),  
APGCL, Guwahati-1.**

## Annexure I: Fortinet Devices Serial Numbers

<b>FortiAP-432F</b>	
1	FP432FTF22006049
<b>FortiAP-231F</b>	
1	FP231FTF22090405
2	FP231FTF22090536
3	FP231FTF22090568
4	FP231FTF22090734
5	FP231FTF22090803
6	FP231FTF22090804
7	FP231FTF22090806
8	FP231FTF22090818
9	FP231FTF22090837
10	FP231FTF22090864
11	FP231FTF22090913
12	FP231FTF22090957
13	FP231FTF22092319
14	FP231FTF22092326
15	FP231FTF22092364
16	FP231FTF22092367
17	FP231FTF22092369
18	FP231FTF22092371
19	FP231FTF22092623
20	FP231FTF22092624
21	FP231FTF22092674
22	FP231FTF22092686
23	FP231FTF22092688
24	FP231FTF22092720
25	FP231FTF22092738
26	FP231FTF22092780
27	FP231FTF22092795
28	FP231FTF2209B0N9
29	FP231FTF2209B0NG
30	FP231FTF2209B0WE
31	FP231FTF2209BQ4S
32	FP231FTF2209BQ8S
33	FP231FTF2209BQDD
34	FP231FTF2209BR03
35	FP231FTF2209BR08
36	FP231FTF2209BR21
37	FP231FTF2209BRES
38	FP231FTF2209BREU
39	FP231FTF2209BRFU

<b>FortiSwitchRugged-112D-POE</b>	
1	SR12DPTD22006872
<b>FortiSwitch-124E-POE</b>	
1	S124EPS222017892
2	S124EPS222020566
3	S124EPS222020567
4	S124EPS222020578
5	S124EPS222020590
6	S124EPS222020624
7	S124EPS222020794
8	S124EPTQ22011484
9	S124EPTQ22011488
10	S124EPTQ22011536
11	S124EPTQ22011537
12	S124EPTQ22011545
13	S124EPTQ22011547
14	S124EPTQ22011677
15	S124EPTQ22011877
16	S124EPTQ22011880
17	S124EPTQ22011881
18	S124EPTQ22011927
19	S124EPTQ22011938
20	S124EPTQ22011943
21	S124EPTQ22011945
22	S124EPTQ22011948
23	S124EPTQ22011956
24	S124EPTQ22011973
25	S124EPTQ22012011
26	S124EPS222021114
<b>FortiSwitch-108F-POE</b>	
1	S108FPTV21016524
<b>FortiSwitch-108E-POE</b>	
1	S108EPS221002464
2	S108EPS223000932
3	S108EPS223000968
4	S108EPS223000999
5	S108EPS223001105
6	S108EPS223001134
7	S108EPS223001404
8	S108EPS223001427
9	S108EPS223001442
10	S108EPS223001445

40	FP231FTF2209BS1E
41	FP231FTF2209BS1F
42	FP231FTF2209BS5Y
43	FP231FTF2209BSAD
44	FP231FTF2209BSAU
45	FP231FTF2209BSBU
46	FP231FTF2209BSS7
47	FP231FTF2209BSUY
48	FP231FTF2209BT6F
49	FP231FTF2209BT6U
50	FP231FTF2209BT6V
51	FP231FTF2209BVW1
52	FP231FTF2209BW3G
53	FP231FTF2209BWSV
54	FP231FTF2209BWTG
55	FP231FTF2209BWTH
56	FP231FTF2209BWUA
57	FP231FTF2209BWUD
58	FP231FTF2209BX5S
59	FP231FTF2209BX67
60	FP231FTF2209BX6Z
61	FP231FTF2209BXBV
62	FP231FTF2209BXBW
63	FP231FTF2209BXXB
64	FP231FTF2209BXC1
65	FP231FTF2209BXH5
66	FP231FTF2209C4HA
67	FP231FTF2209C4K0
68	FP231FTF2209C5AV
69	FP231FTF2209C5DQ
70	FP231FTF2209C5DX
71	FP231FTF2209C5EP
72	FP231FTF2209C5PJ
73	FP231FTF2309EZYE
74	FP231FTF2309F0TN
75	FP231FTF2309F1WV
<b>FortiManager VM S-Series</b>	
1	FMGVMSTM23002655
<b>FortiAnalyzer-150G</b>	
1	FAZ15GT221001315

11	S108EPS223001553
12	S108EPS223001564
13	S108EPTQ21002306
14	S108EPTQ21002393
15	S108EPTQ21002436
16	S108EPTQ21002446
17	S108EPTQ21002452
18	S108EPTQ21002458
19	S108EPTQ21002463
20	S108EPTQ21002465
21	S108EPTQ21002491
22	S108EPTQ21002506
23	S108EPTQ21002526
24	S108EPTQ21002706
25	S108EPTQ21002717
26	S108EPTQ21002801
27	S108EPTQ21002830
28	S108EPTQ21002832
29	S108EPTQ21002833
30	S108EPTQ21002834
31	S108EPTQ21002835
32	S108EPTQ21002837
33	S108EPTQ21002842
34	S108EPTQ21002866
35	S108EPTQ21002970
36	S108EPTQ21002972
37	S108EPTQ21002982
38	S108EPTQ21002995
<b>FortiGate-100F</b>	
1	FG100FTK21038891
2	FG100FTK21041133
3	FG100FTK22001661
4	FG100FTK22002649
<b>FortiGate-40F</b>	
1	FGT40FTK2109ADNR
2	FGT40FTK2209A8SZ
3	FGT40FTK2209BEF3
4	FGT40FTK2209BEFQ
<b>FortiGate-60F</b>	
1	FGT60FTK2209EH1N
2	FGT60FTK2209EH27
3	FGT60FTK2209EKRX