APGCL BID DOCUMENT

Name of Work:

IT FACILITY MANAGEMENT SERVICE (IT-FMS) ALONG WITH AMC SERVICES OF IT AND NETWORK INFRASTRUCTURE AT ALL OFFICES OF APGCL

NATIONAL COMPETITIVE BIDDING

(e-Procurement)

Tender No.:

APGCL/CGMPP&I/MISC/IT- INFRASTRUCTURE/2026/7807/T3-7807

Issued by:

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

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ASSAM POWER GENERATION CORPORATION LIMITED

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/MISC/IT- INFRASTRUCTURE/2026/7807/T3-7807

The Chief General Manager (PP&I) APGCL hereby invites online Bids from eligible Bidders following two-bid system of bidding for ***"IT FACILITY MANAGEMENT SERVICE (IT - FMS) ALONG WITH AMC SERVICES OF IT AND NETWORK INFRASTRUCTURE AT ALL OFFICES OF APGCL"***.

(i) Open Competitive Bidding method shall be followed for selection of the 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 **₹2,000.00 (Rupees Two Thousand only)** and **Bid Security** (**EMD**) of **₹2,50,000.00 (Rupees Two Lakhs Fifty 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 03/12/2026**.

(v) **Pre-bid Meeting date: 12:00 Hrs. of 18/11/2026**

(vi) **Last date for receiving any queries is on or before the Pre-Bid Meeting date, which is 18/11/2026, till 17:00 Hrs.**

(vii) **Bid Submission Start Date: 25/11/2026**

(viii) The Technical Bid will be opened online on **16:00 Hrs. of 04/12/2026** and the Price Bid shall be opened online only for the technically qualified bidders. **(The date of opening of the price bid shall be intimated later on the Portal).**

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

SECTION-II

2. *INSTRUCTION TO BIDDERS (ITB)*

(Note: The Terms – 'Bidder', 'Contractor', 'Supplier', Service Provider' 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.

To ensure the smooth and efficient functioning of business processes across APGCL, the SAP Enterprise Resource Planning (ERP) application and software have been implemented at all APGCL's offices and plants. To facilitate seamless access to and operation of the SAP ERP system, APGCL has procured desktops, laptops, and other IT accessories, along with establishing an Optical Fibre Cable (OFC) network across its various offices. The SAP ERP application and software are hosted on a cloud-based infrastructure and are accessed by APGCL users through Internet Leased Lines (ILL) and Multi-Protocol Label Switching (MPLS) connectivity, supported by the organization's IT network infrastructure.

2.1.2 The Procuring Entity (i.e., APGCL) has issued this Bidding Document for the Supply of goods and Service 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 (APGCL) 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. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.5 Bidders' Eligibility

2.5.1 Bidder shall be a single business entity/ Joint Venture (JV) having formal intent and legal competency to enter into an agreement or contract.

2.5.2 The Bidder shall refer to **Section III – Eligibility Criteria** for details.

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–

(i) Have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.

(ii) 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;

(iii) 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.

(iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

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 (assamtenders.gov.in), 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

The Procuring Entity (APGCL) will respond in writing to any request for clarification, provided that such a request is received well before the end date of bid submission date.

2.8.2 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.

2.8.3 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: 18/11/2026 (Wednesday)
Time: 12:00 hrs (IST)
Place: 2nd Floor APGCL 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*** on or before 12:00 hrs (IST) of 18/11/2026 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. Any queries received after 17:00 hrs. of 18/11/2026 shall not be considered for query response.

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, it 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/ Service Provider Certificate / Partnership Documentation"** in support of the bidder being authorized service provider for respective products i.e. Dell Servers. (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) along with all supporting documents.
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 Para2.20;
xi) Documents establishing compliance to the required quality standards of the product offered and of the process followed by the manufacturer in accordance with ITB Para 2.16 and Section-IV: Schedule of Requirements. Technical Specifications of the Offered Products & Services in compliance with APGCL Bid requirement shall be submitted.
xii) Bidder's Certificate of Incorporation/Registration, Article and Memorandum of Association/JV Document or any such registration document.
xiii) copy of PAN;
xiv) 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 31/03/2026.
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

NOTE: ***ALL BIDDER'S DOCUMENTS 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 the 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 requested or as required as per this tender. **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 all inclusive*).

(Note: - Unit GST shall be quoted by the bidder against each line item in the provided BOQ)

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 other associated services as specified for each item in Section-IV: Schedule of Requirements.

2.14.7 The bidder must unconditionally offer in the Bid to supply the goods and other associated services as specified for each item in Section-IV: Schedule of Requirements. Additional price for further extension of 1(One) year is to be quoted by the bidder in the Price Bid (BoQ: Year 2). However, it shall not be considered for financial evaluation.

2.14.8 Quoting for additional price for 1(One) year in the Price Bid is mandatory.

2.14.9 The scope of this tender shall initially be for a period of 1(one) year, with a provision for extension by another year on the basis of satisfactory performance and mutual agreement, at the same terms and conditions unless otherwise specified.

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)/services offered by it conforms to the required specifications, quality standard and other criteria as specified in Section-IV: Schedule of Requirements.

2.16.2 The documentary evidence may be in the form of literature, drawings, certificate or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the item(s) offered, demonstrating substantial responsiveness of the quality standards & other requirements as per Section-IV: Schedule of Requirements.

2.17 Documents Establishing Eligibility & Qualification of the Bidder

2.17.1 To establish their eligibility in accordance with ITB Para 2.5, Bidders shall fill-up and submit all Bidding Forms and submit all requisite documents, etc. as per APGCL requirement.

2.17.2 The documentary evidence of the Bidder's qualifications to participate in the bid and own the contract, shall be established 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 the 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 of ₹2,000.00 (Rupees Two Thousand 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 ₹2,50,000.00 (Rupees Two Lakhs Fifty 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. **For details regarding submission of EMD through BG, bidders are requested to refer clause 2.20.12.**

2.20.3 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the format provided under **Section V, Form B8** 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 EMD 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 advice 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 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 bidders' 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 Bid 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 non-material 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, Freight, Insurance, Packing and Forwarding, GST.

(Note: Unit GST shall be quoted by bidder in BOQ.)

The responsive bidder offering lowest **total price** (inclusive of Total Basic Price, Freight, Insurance, Packing and Forwarding, GST etc.) shall be declared L1 (lowest) bidder.
In case of tie, the bidder having the highest average annual turnover in the 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 during the last three FY (i.e., FY 2023-24, 2024-25 & 2025-2026) amongst them (all L1 bidders) shall be declared as most preferred bidder.

2.32 Notification of Award

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 "Letter of Acceptance") shall specify the price of the goods/works/service 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/service 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 & Work/Service, Price, Terms & Conditions etc.

2.32.2 Until a formal Contract is prepared and executed, the Letter of Acceptance/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 the work.

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 twenty-eight (28) days of the receipt of Letter of Acceptance/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 warranty and maintenance 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.

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 Letter of Acceptance/issue of Work/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/Work/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.

(ii) 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" if any, 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.

(iii) **The bidder must unconditionally offer in the Bid to supply the goods and other associated services as specified for each item in Section-IV: Schedule of Requirements. Additional price for further extension of 1(One) year is to be quoted by the bidder in the Price Bid (BoQ: Year 2). However, it shall not be considered for financial evaluation.**

(iv) **Quoting for additional price for 1(One) year in the Price Bid is mandatory.**

Note: 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

The bidder shall comply with the following requirements to be eligible to participate in the bidding process:

submitted. Table 3.2.1		
Sl. No.	**Bidder Eligibility**	**Required Document**
1.	The bidder shall be a legally registered entity in India	Certificate of registration of the Firm/Certificate of Incorporation.
2	Bidder must have valid GST and PAN registrations.	Copy of PAN Card and GST Registration Certificate of the bidder's Firm.

3	Bidder must have valid Employees' Provident Fund (EPF) registrations.	Copy of EPF Registration of the bidder's Firm
4	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.	Submit Form B7
5	The bidder must have an established and operational office/support centre in the State of Assam for a minimum continuous period of two (2) years immediately preceding the date of bid submission.	Notarized Certificate from the Bidder declaring that they have at least one fully functional Authorized office in the State of Assam, India since last 2(two) years, along with full address, trade licenses and GST Certificate.
6	The bidder shall submit valid **OEM authorization / partnership documentation or evidence of OEM-backed escalation support for handling Dell Server.**	The bidder shall submit a valid OEM Authorization Letter/Certificate authorizing it to undertake AMC, servicing, maintenance and repair the Dell Server. The authorization shall be issued by the concerned OEM on its official letterhead and shall remain valid for the entire AMC period.
7	The bidder must be ISO 9001 certified organization	Copy of valid ISO 9001 certificate
8	The Bidder must have at least 1 (one) fulltime Fortinet-certified engineers on its payroll, with relevant certification such as NSE 3/4 or higher, and demonstrated SD-WAN expertise with minimum of 10 (Ten) Years of experience.	The bidder shall submit documentary evidence of the certifications and experience of all proposed certified personnel – HR declaration along with valid certificates. **OR** Notarized certificate mentioning the name and experience of the proposed personal along with relevant certificates. In addition, the bidder shall submit the EPF Electronic Challan-cum-Return as supporting documentary evidence confirming the engagement of the proposed number of persons.

		If any certified resource is replaced during the project period, the bidder shall immediately notify APGCL in writing and submit the certification details and documentary evidence of the replacement resource. The replacement resource shall possess qualifications and certifications equivalent to or higher than those of the resource being replaced.
9	The bidder shall have minimum of 10 (Ten) skilled technical personnel on its direct payroll having qualification as follows: **Min. Qualification**: MCA / B.E. or B.Tech (CSE, IT or Electronics & Telecommunication)/ M.Sc. – IT/BCA or B.Sc. - IT / Diploma in CSE, IT or Electronic & Telecommunication. **Min. Experience:** 3 (Three) Years (IT Networking and Hardware /Security) **Min. Certification:** Valid NSE or CCNA/CCNP or MCSE	The bidder shall submit documentary evidence of the certifications for all proposed certified personnel – HR declaration along with valid certificates. **OR** Notarized certificate mentioning the name and experience of the proposed personal along with relevant certificates. In addition, the bidder shall submit the EPF Electronic Challan-cum-Return as supporting documentary evidence confirming the engagement of the proposed number of persons.

Bidders shall submit documentary evidence of the above-mentioned eligibility criteria as per **Section- VII: Special Terms of Contract, Clause 7.8**

3.2.2 **Required Minimum Experience**

The bidder must have the following minimum experience to be eligible to participate:

Table 3.2.2

Sl. No.	**Bidder Eligibility**	**Required Document**
1.	The bidder must have successfully executed/completed at least 3 (three) no. of 'Similar Services' within last 5	Copy of Purchase Order (PO) / Work Order (WO) and corresponding Completion certificate

	(five) years from the date of online floating of this tender. The Bidder shall note that out of these 3 (three) no. of projects: (i) At-least 1(one) should be organisations from Central PSU /State PSU /Government sector /Government Institutions in India /Banking, Financial Service and Insurance (BFSI). (ii) At least 1(one) contract valued at INR 1,50,00,000.00 with nature, and complexity similar to the scope of requirements described in Section IV (Schedule of Requirements). Note: "Similar Services" means providing Annual Maintenance Contract (AMC) and/or Facility Management Service (FMS) for Computer Hardware, Software, Network infrastructure and Peripherals.	from the client with values to be enclosed.
2	The bidder shall have experience in maintenance of OFC.	Work Completion and PO from client mentioning the scope of work **OR** Notarized undertaking from the bidder confirming experience in maintenance of OFC.

Note:

- Non-compliance of any criteria mentioned in the Table 3.2.1 and Table 3.2.2 respectively shall result in the technical bid being treated as non responsive and the bidder being rejected.
- Bidders shall submit relevant documents in support of the past experience along with their technical bid. Such documents shall include work order copies and corresponding work completion report with values of the submitted work issued by the client.
- Any adverse remark on the performance of the bidder, quality of service provided 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.
- A duly signed self-declaration certificate, issued by the Bidder's Authorized Signatory, confirming unconditional acceptance of all terms, conditions, specifications, and requirements of the Tender Document.

3.2.3 **Financial Standing**

(i) The Bidder must have an average annual Turnover of at least **Rs. 1,00,00,000.00 (Rupees One Crore only)** during the 03 (three) Financial Years, FY: 2023-24, 2024-25 & 2025-26.

(ii) The bidder should have positive Net Worth for each of the last three financial years – FY: 2023-24, 2024-25 & 2025-26.

(iii) With regards to the above points (i) and (ii), a certified copy from the Chartered Accountant in form B5 should be submitted by the bidder along with their technical bid.

(iv) This must be accompanied by relevant Certified Financial Documents/Audited Financial Documents viz. –Balance Sheet, Profit & Loss Statement, Cash Flow Statement, **ITR**, etc. of the 03 (three) financial year, FY 2023-24, 2024-25 & 2025-26.

ASSAM POWER GENERATION CORPORATION LIMITED

SECTION-IV

4. Schedule of Requirements:

4.1. Name of Work: IT FACILITY MANAGEMENT SERVICE (IT-FMS) ALONG WITH AMC SERVICES OF IT AND NETWORK INFRASTRUCTURE AT ALL OFFICES OF APGCL

4.2. Brief Scope of Work:

The selected Service Provider shall be responsible for providing **comprehensive, end-to-end AMC of** Laptops, Desktops, Online UPS, Servers along with **IT Facility Management Services (IT-FMS) of the IT hardware and Network Infrastructure on a 24×7×365 basis** throughout the Contract Period.

The scope shall include, but not be limited to, **operation, administration, monitoring, maintenance, troubleshooting, installation, configuration, implementation, migration, integration, upgradation, expansion, security and technical support**, as required for the efficient, secure and uninterrupted functioning of APGCL's IT and Network infrastructure. The detailed list of APGCL's current IT infrastructure, is included in Annexure - IV & V.

The engagement shall be through a **single Service Provider** and shall include the following major components:

1. Supply and deployment of qualified IT technical manpower led by an experienced On-site Team Leader/Manager at designated APGCL locations.
2. Operation, administration and maintenance of the IT Hardware and Network infrastructure and end-user computing environment.
3. Comprehensive AMC of desktops, laptops, Online UPS, Server.
4. Maintenance of Optical Fibre Cable (OFC) infrastructure.
5. Maintenance of LAN and passive network infrastructure.
6. Operation and administration of network management and monitoring systems.
7. Support for Fortinet network infrastructure including FortiGate/FortiManager.
8. Operation and support of IT infrastructure management and cybersecurity tools.
9. Cybersecurity and network-security monitoring and compliance.
10. Preventive and corrective maintenance.
11. Asset and inventory management.
12. Coordinate with OEMs, vendors, ISPs and other service providers.
13. Help Desk and incident management.
14. Technical support for future technology deployment, expansion, migration and modernization.
15. Compliance with SLA, reporting and documentation requirements.

The scope shall be comprehensive and shall include all activities reasonably necessary for maintaining uninterrupted, secure and efficient IT services, whether specifically listed or otherwise required for proper execution of the Contract.

4.3. List of Offices of APGCL:

Sl. No.	Name of Office/Plant	Office/Project Name and Address
1	**APGCL-HQ**	APGCL Head Quarter, 3rd Floor, Bijulee Bhawan, Guwahati-1, Assam
2	**Design Office**	Design (Civil), APGCL Narengi, Guwahati, Assam
3	**Investigation Office**	Investigation Circle, APGCL Narengi, Guwahati-781026
4	**BKV**	Borpani Killing Valley (BKV) Investigation Division, Jagiroad, APGCL, Assam
5	**LTPS**	Lakwa Thermal Power Station, Maibella, Charaideo, Assam
6	**KLHEP**	Karbi Langpi Hydro Electric Project & Myntriang, Karbi Anglong, Assam
7	**NTPS**	Namrup Thermal Power Station, Namrup, Dibrugarh, Assam
8	**LKHEP**	Lower Kopili Hydro Electric Project, Longku, Dima Hasao, Assam

Note:

1. **2 (two) nos. of Software-Defined Wide Area Network (SD-WAN) Devices are installed at APGCL Data Centre (DC) and 1 (One) no. in APGCL Disaster Recovery (DR).**

Sl. No.	Cloud Infrastructure Details	Address
1	**APGCL Data Centre (DC)**	Navi Mumbai, Maharashtra, India
2	**APGCL Disaster Recovery (DR)**	Hyderabad, Telangana, India

2. **APGCL or offices means all offices mentioned above and any other upcoming offices/projects.**

4.4. Manpower Deployment:

Sl. No.	Name of Office/Plant	Office/Project Name and Address	Number of Manpower
1	**APGCL-HQ**	APGCL Head Quarter, 3rd Floor, Bijulee Bhawan, Guwahati-1, Assam	**L1 and L2 Engineer**
2	**Design Office**	Design (Civil), APGCL Narengi, Guwahati, Assam	
3	**Investigation Office**	Investigation Circle, APGCL Narengi, Guwahati-781026	
4	**BKV**	Borpani Killing Valley (BKV) Investigation Division, Jagiroad, APGCL, Assam	
5	**LTPS**	Lakwa Thermal Power Station, Maibella, Charaideo, Assam	**L1 Engineer**
6	**KLHEP**	Karbi Langpi Hydro Electric Project & Myntriang, Karbi Anglong, Assam	**L1 Engineer**

7	**NTPS**	Namrup Thermal Power Station, Namrup, Dibrugarh, Assam	**L1 Engineer**
8	**LKHEP**	Lower Kopili Hydro Electric Project, Longku, Dima Hasao, Assam	**L1 Engineer**

Note: APGCL reserves the right to increase or decrease the manpower or deploy manpower at any of the offices of APGCL as and when required.

4.5. Detailed Scope of Work:

PART-A: AMC Services

4.5.1. **AMC/Comprehensive Maintenance :**

SL. No.	Item	Scope of work
1	Comprehensive AMC of Desktop	i. The service provider shall undertake complete preventive and corrective maintenance of all desktop computers and associated peripherals covered under the contract. The AMC shall include the cost of labour, spare parts, replacement components, consumables, transportation, technician visits, and all incidental expenses required to maintain the equipment in proper working condition throughout the contract period. ii. No additional payment shall be admissible for any repair, replacement, spare part, or consumable covered under this contract. iii. The AMC shall cover the repair and replacement of all defective hardware components. All replacement components shall be new, compatible, and of equal or better specifications than the original components. iv. The cost of all consumables required for routine maintenance and repairs shall be included in the AMC. v. The AMC shall cover the inspection, repair, and replacement of components damaged by rodents or other pests, including damage to power cables, data cables, internal wiring, connectors, circuit boards, and other desktop hardware components. vi. The AMC shall cover damage to desktop computers and covered peripherals arising from thunderstorms, lightning, electrical surges, voltage fluctuations, and power-related electrical disturbances, including damage to motherboards,

		SMPS units, RAM, storage drives, monitors, network interface cards, and other affected components. vii. The service provider shall ensure that all spare parts, components, and replacement hardware supplied or installed under this AMC are brand-new, unused, genuine, and sourced from the Original Equipment Manufacturer (OEM) or its authorized distributor. The use or supply of any refurbished, reconditioned, second-hand, used, repaired, counterfeit, or otherwise previously utilized components shall be strictly prohibited. All replacement components shall be fully compatible with the existing system configuration and shall meet the original equipment specifications or higher. The purchaser reserves the right to inspect and verify the authenticity and condition of any supplied component and to reject any component that does not comply with these requirements, without any additional cost to the purchaser.
2	Comprehensive AMC of Laptop	i. The service provider shall undertake complete preventive and corrective maintenance of all Laptop computers and associated peripherals covered under the contract. The AMC shall include the cost of labour, spare parts, replacement components, consumables, transportation, technician visits, and all incidental expenses required to maintain the equipment in proper working condition throughout the contract period. ii. No additional payment shall be admissible for any repair, replacement, spare part, or consumable covered under this contract. iii. The AMC shall cover the repair and replacement of all defective hardware components. All replacement components shall be new, compatible, and of equal or better specifications than the original components. iv. The cost of all consumables including but not limited to battery required for routine maintenance and repairs shall be included in the AMC. v. The AMC shall cover the inspection, repair, and replacement of components damaged by rodents or other pests, including damage to power cables, data cables, internal wiring,

		connectors, circuit boards, and other Laptop hardware components. vi. The AMC shall cover damage to laptops and their covered accessories arising from thunderstorms, lightning, electrical surges, voltage fluctuations, and other power-related electrical disturbances. vii. The AMC shall include inspection, diagnosis, repair, and replacement of defective laptop batteries, power adapters, charging cables, and charging ports, including damage arising from covered electrical incidents. The service provider shall ensure that replacement batteries and adapters meet the required compatibility, safety, and performance specifications. viii. The service provider shall ensure that all spare parts, components, and replacement hardware supplied or installed under this AMC are brand-new, unused, genuine, and sourced from the Original Equipment Manufacturer (OEM) or its authorized distributor. The use or supply of any refurbished, reconditioned, second-hand, used, repaired, counterfeit, or otherwise previously utilized components shall be strictly prohibited. All replacement components shall be fully compatible with the existing system configuration and shall meet the original equipment specifications or higher. The purchaser reserves the right to inspect and verify the authenticity and condition of any supplied component and to reject any component that does not comply with these requirements, without any additional cost to the purchaser.
3	Comprehensive AMC of Dell Server	i. To service provider must ensure the continuous availability, reliability, performance, and security of the server infrastructure through comprehensive preventive and corrective maintenance, including the repair and replacement of defective hardware components. ii. The service provider shall carry out scheduled preventive maintenance of all servers covered under the AMC. iii. The service provider shall be responsible for diagnosing and rectifying any hardware faults.

		iv. The service provided shall be comprehensive and shall include the cost of labour, repair, and replacement of defective server hardware components with no additional charges. Replacement components shall be new or OEM-certified equivalent components, compatible with the existing server configuration and approved by the purchaser. v. The service provider shall provide support for server software including Operating system licences, database licences, application support, major upgrades, and software reinstallation, etc. vi. The service provider shall provide support for Firmware, BIOS and Hardware Configuration Support. vii. The service provider shall provide support for Storage, RAID and Data Protection, etc. **The service provider shall not format disks, recreate RAID arrays, alter storage configurations, or perform other potentially destructive operations without prior written authorization**. viii. The service provider shall ensure timely response and restoration of server hardware functionality, minimize downtime through prompt diagnosis and component replacement, identify recurring hardware issues and recommend corrective measures, maintain a record of downtime attributable to server hardware failures. ix. The service provider shall ensure that all spare parts, components, and replacement hardware supplied or installed under this AMC are brand-new, unused, genuine, and sourced from the Original Equipment Manufacturer (OEM) or its authorized distributor. The use or supply of any refurbished, reconditioned, second-hand, used, repaired, counterfeit, or otherwise previously utilized components shall be strictly prohibited. All replacement components shall be fully compatible with the existing system configuration and shall meet the original equipment specifications or higher. The purchaser reserves the right to inspect and verify the authenticity and condition of any supplied component and to reject any component that

		does not comply with these requirements, without any additional cost to the purchaser.
4	Comprehensive AMC of Online UPS	i. The service provider shall undertake comprehensive preventive and corrective maintenance of all Online Uninterruptible Power Supply (UPS) systems covered under the contract, including associated battery banks, battery interconnections, power cables, and other accessories. ii. The AMC shall include the cost of labour, spare parts, batteries, consumables, replacement components, technician visits, transportation, testing, and all incidental expenses necessary to maintain the equipment in proper working condition throughout the contract period. iii. The AMC shall cover inspection, diagnosis, repair, and replacement of all defective UPS components. All replacement components shall be new, genuine or OEM-equivalent, compatible with the installed UPS model, and of equal or better specifications. iv. The AMC shall include comprehensive maintenance and replacement of all batteries forming part of the covered UPS systems. Replacement batteries shall be of the correct voltage, capacity, type, and compatible specifications as recommended by the UPS manufacturer. v. The AMC shall include the cost of all consumables and minor materials required for preventive and corrective maintenance vi. The AMC shall cover the inspection, diagnosis, repair, and replacement of UPS components damaged by rodents or other pests. Coverage shall include damage to internal wiring, power cables, battery cables, control wiring, communication cables, connectors, circuit boards, insulation, and other affected components. vii. The AMC shall cover damage to the UPS system and associated covered battery banks arising from thunderstorms, lightning, electrical surges, voltage fluctuations, and other power-related electrical disturbances. viii. The service provider shall ensure that all spare parts, components, and replacement hardware supplied or installed

		under this AMC are brand-new, unused, genuine, and sourced from the Original Equipment Manufacturer (OEM) or its authorized distributor. The use or supply of any refurbished, reconditioned, second-hand, used, repaired, counterfeit, or otherwise previously utilized components shall be strictly prohibited. All replacement components shall be fully compatible with the existing system configuration and shall meet the original equipment specifications or higher. The purchaser reserves the right to inspect and verify the authenticity and condition of any supplied component and to reject any component that does not comply with these requirements, without any additional cost to the purchaser.

PART-B: IT-Facility Management Services (IT-FMS)

4.5.2. **End-User Support Services:**

A. Service Support:

SL. No.	Item	Scope of work
1.	End User IT Support	i. Provide onsite IT support to APGCL end users and other stakeholders through appropriate support channels to ensure uninterrupted business operations. ii. Provide secure remote technical support using APGCL-approved remote access tools for troubleshooting, software installation, configuration, issue resolution, and user assistance whenever onsite support is not feasible. iii. Install, uninstall, configure, troubleshoot, upgrade, and reinstall APGCL-approved operating systems including Windows, Linux, Unix, and macOS on end-user devices. iv. Install, uninstall, configure, troubleshoot, and support APGCL licensed Microsoft Office and other authorized software applications. v. Install, configure, troubleshoot, and support all authorized business applications on end-user devices. vi. Provision, install, configure, commission, and hand over desktops, laptops, tablets, printers, and other authorized end-user devices, including user profile creation, email configuration,

		printer configuration, application installation, and device readiness as per APGCL standards. vii. Assist end users in migration of user profiles, email archives, browser settings, bookmarks, authorized files, and other required data during device replacement, upgrade, migration, or reinstallation activities. viii. Assist users in backup and restoration of authorized data before formatting, operating system reinstallation, hardware replacement, repair, or device migration. ix. Create, modify, disable, delete, unlock, and reset user accounts, passwords, and user profiles as authorized by the APGCL IT Department. x. Install, configure, troubleshoot, repair, replace, and support authorized peripherals including scanners, webcams, biometric devices, projectors, docking stations, monitors, keyboards, mice, speakers, headsets, and other approved accessories. xi. Set up, configure, troubleshoot, and support video conferencing facilities for conference rooms, board rooms, meeting rooms, and end-user devices, including coordination with the APGCL IT Team wherever required. xii. Provide IT-related assistance during Board Meetings, office meetings, conferences, presentations, official events, and other organizational activities. xiii. Provide priority IT support to senior management, Board Members, and other users identified by APGCL during critical meetings, presentations, and official events. xiv. Support relocation, reinstallation, and reconfiguration of end-user IT equipment during office movement, restructuring, workspace changes, or expansion activities. xv. Provide support for newly introduced end-user hardware, software, operating systems, collaboration tools, peripherals, accessories, technology refresh, upgrades, expansion, replacement, commissioning, decommissioning, installation, configuration, testing, and complete lifecycle support throughout the contract period.
2	Hardware Maintenance and Break-Fix Support	i. Carry out inspection, diagnosis, troubleshooting, repair, and replacement of defective hardware components of printers, tablets, monitors, keyboards, mice, storage devices, memory

		modules, power supplies, network interface cards, scanners, and other authorized peripherals. However, the spares for the same is will be provided by APGCL. ii. After repair or replacement, install, configure, commission, test, verify functionality, restore the device to full operational condition, update asset/inventory records, and obtain user acceptance before closure of the service request.
3	OEM and Vendor Coordination	i. Coordinate with OEMs, software vendors, and third-party service providers for troubleshooting application, hardware, and software issues, and track incidents until final resolution and closure. ii. Where hardware is found beyond repair or requires OEM intervention, coordinate with the OEM/authorized vendor, obtain necessary approvals from APGCL wherever applicable, supervise repair or replacement activities, perform installation, configuration, post-replacement testing, data restoration (where applicable), and ensure successful restoration of services. iii. For hardware covered under OEM warranty or OEM AMC, diagnose faults, log service requests with OEM/vendor, coordinate and follow up for timely repair or replacement, supervise replacement activities, install, configure, commission, test, and restore equipment to normal operation.

B. <u>Maintenance Support Service:</u>

SL. No.	Item	Scope of work
1	Software Installation, Configuration & Support	The Service Provider shall: i. Install, configure, maintain, troubleshoot, update, upgrade, and support all software, applications, security solutions, and agents approved or deployed by APGCL on end-user devices and servers. This includes, but is not limited to, antivirus, endpoint protection, endpoint detection and response (EDR), device management agents, Active Directory Deployment, collaboration tools, productivity applications, and other enterprise software. The Service Provider shall ensure deployment of the latest approved versions, service packs, security patches, definitions, and updates while maintaining compliance with APGCL's security and configuration standards.

		ii. Keep all operating systems, firmware (where applicable), software, applications, utilities, security solutions, agents, and client applications updated with the latest approved service packs, security patches, hotfixes, and software releases through centralized patch management or other approved deployment mechanisms, wherever applicable.
2	Endpoint Compliance & Security Management	The Service Provider shall: i. Verify compliance of all end-user devices with APGCL-approved configuration baselines, including operating system versions, licensed software, antivirus status, endpoint security policies, encryption (where applicable), and security patch levels. ii. Proactively identify and prevent the installation or usage of unauthorized software and report all such instances to the APGCL IT Department. iii. Maintain compliance with APGCL security standards and approved endpoint configurations throughout the contract period.
3	Endpoint Monitoring & Performance Management	The Service Provider shall: i. Continuously monitor endpoint health, application performance, CPU utilization, memory utilization, storage utilization, network latency, browser compatibility, endpoint security status, and critical business applications to proactively identify and resolve performance issues. ii. Perform necessary tuning and optimization to ensure consistent performance and availability of end-user devices.
4	Preventive Maintenance – End-User Devices	The Service Provider shall: i. Conduct periodic preventive health checks of desktops, laptops, printers, tablets, and other end-user devices, including hardware diagnostics, operating system health verification, storage utilization review, startup optimization, firmware verification, and overall system performance tuning. ii. Carry out preventive hardware health checks, identify components nearing failure, recommend proactive replacement (in case not under AMC) to minimize downtime, and maintain log book for all end-user devices. iii. Perform formatting, disk cleanup, disk optimization/defragmentation, storage optimization, startup

		optimization, and other routine preventive maintenance activities on end-user devices, wherever applicable.
5	Asset, Inventory & License Management	The Service Provider shall: i. Maintain an inventory of all licensed software, software versions, license keys, warranty details, and license renewal schedules, and notify the APGCL IT Department sufficiently in advance of license expiry. ii. Perform periodic verification of device inventory, hardware configuration, asset tagging, warranty status, and configuration records, and report any discrepancies to the APGCL IT Department.
6	Printer Maintenance & Consumable Management	The Service Provider shall: i. Perform regular inspection, preventive maintenance, and health checks and fix any issues of common printers and scanners as well as individual printers and scanners. However, spares for the same will be provided by APGCL. ii. Replace printer cartridges, replenish paper and other approved consumables, and maintain proper records of cartridge installation and consumption. However, printer cartridges, papers will be provided by APGCL.
7	Diagnostic Tools & Technical Resources	i. The Service Provider shall maintain all necessary diagnostic software, testing equipment, specialized tools, utilities, and technical resources required to identify, troubleshoot, repair, and maintain end-user hardware and software.
8	General Maintenance Responsibilities	i. The Service Provider shall perform any other preventive, corrective, adaptive, or perfective maintenance activities necessary to ensure the continuous availability, security, performance, reliability, and compliance of the end-user computing environment throughout the contract period.

4.5.3. **Network Management**

A. Network Operations & Services:

SL. No.	Item	Scope of work
1	Network Operations, Monitoring & Administration	The Service Provider shall: i. Provide 24×7×365 operation, administration, monitoring, and management of the complete network infrastructure.

		ii. Ensure network availability in accordance with the agreed Service Level Agreement (SLA). iii. Configure, operate, and maintain APGCL's Network Monitoring System (NMS) or deploy its own NMS with prior approval of APGCL. iv. Continuously monitor Network availability, Device health, Interface status, Bandwidth utilization, CPU utilization, Memory utilization, Latency, Packet loss, Jitter, Link errors, Temperature, Power status, Security events. v. Maintain network performance logs, security logs, and availability reports. vi. Respond to network incidents as per SLA and undertake proactive corrective actions to minimize downtime.
2	LAN/WAN, Wi-Fi & Network Administration	The Service Provider shall: i. Manage, and maintain the complete LAN, WAN, Wi-Fi and SD-WAN infrastructure. ii. Setup, Lay, Install LAN, WAN, Wi-Fi and SD-WAN infrastructure, if required. However, materials required will be provided by APGCL. iii. Administer Core, Distribution and Access Layer L2/L3, Switches, Wireless Controllers, Wireless Access Points, Routers, Network Cabinets, Network Racks, Patch Panels, Cable Managers, Structured Cabling System, Optical Fiber, Network (Overhead & Underground) iv. Configure and manage Routing, Switching, VLANs, Trunk Ports, Inter-VLAN Routing, Routing Protocols, Switching Protocols, ACLs, QoS, DHCP Relay, Network Segmentation, Subnetting, IP Address Management (IPAM), Subnet Masks v. Create, modify, maintain and troubleshoot VLANs and network segmentation as approved by APGCL.
3	Network Configuration & Change Management	The Service Provider shall: i. Maintain configuration of all network devices. ii. Perform firmware, operating system, and software upgrades after approval from APGCL. iii. Maintain version-controlled configuration backups before and after every configuration change. iv. Maintain rollback plans for all configuration changes.

		v. Obtain prior approval from APGCL before implementing any configuration changes. vi. Maintain configuration registers and update configuration documentation after every approved change.
4	Network Performance & Capacity Management	The Service Provider shall: i. Continuously monitor network performance. ii. Perform periodic analysis of Bandwidth utilization, Latency, Packet loss, Jitter, Interface utilization, Traffic patterns iii. Identify and eliminate Network bottlenecks, Broadcast storms, Network loops, Single points of failure, Bandwidth congestion iv. Recommend Bandwidth enhancement, Switch port expansion, Infrastructure augmentation, Network redundancy, Capacity upgrades. v. Carry out Wi-Fi optimization including Channel optimization, Transmit power optimization, Roaming optimization, Coverage verification
5	Network Documentation & Asset Management	The Service Provider shall: i. Maintain updated documentation including Physical Network Topology, Logical Network Topology, Rack Layouts, Fiber Route Diagram, Device Inventory, IP Address Register, VLAN Register, Port Mapping, Cable Schedule, Configuration Register. ii. Maintain warranty records, support contracts, and lifecycle status of all network devices. iii. Update documentation after every approved change.
6	Vendor Coordination & Technology Support	The Service Provider shall: i. Coordinate with OEMs, Internet Service Providers (ISPs), MPLS Service Providers, SD-WAN Service Providers, Communication Service Providers. ii. Coordinate warranty support, TAC support, firmware updates, and hardware replacement until issue closure. iii. Assist APGCL in registering active network equipment on OEM support portals. iv. Support deployment of SD-WAN, Cloud-based Network Management System (NMS), Cisco BE6000 Integration, VoIP (where applicable), DC & DR Network Integration. v. support the purchaser in appropriate configuration for

		connecting existing CISCO BE6000 Communication Server and VOIP phones on the network across location.
7	Reporting, Security & Compliance	The Service Provider shall: i. Maintain network security logs. ii. Implement approved network hardening measures. iii. Follow APGCL security policies and access procedures. iv. Develop and maintain Standard Operating Procedures (SOPs). v. Prepare Disaster Recovery (DR) reports, Root Cause Analysis (RCA) reports, and preventive action reports. vi. Submit weekly and monthly reports covering Network uptime, Device health, Bandwidth utilization, Incident summary, Preventive maintenance, Firmware status, SLA compliance, Pending issues.

B. <u>Network Maintenance Services:</u>

SL. No.	Item	Scope of work
1	Active Network Equipment Maintenance	The Service Provider shall: i. Install/re-install, configure/ re-configure, test, commission/ re-commission, troubleshoot, repair, and replace active network equipment. ii. Diagnose hardware failures. iii. Coordinate with OEMs for warranty repairs. iv. Restore device configuration after repairs. iv. Conduct end-to-end testing before restoring services. v. Assist Purchaser, at placing and configuring the SD-WAN devices and other associated equipment (Switches, AD (Active Directory) servers etc..
2	Passive Network Infrastructure Maintenance	The Service Provider shall: i. Maintain and repair all passive network infrastructure including Optical Fiber Cable (Overhead & Underground), UTP/STP Cabling, Structured Cabling, Patch Panels, Network Cabinets, Fiber Modules, Connectors, Couplers, Patch Cords, I/O Boxes, Joint Closures. ii. Carry out Fiber splicing, Fiber re-termination, Cable replacement, Connector replacement, Joint closure

		installation, Cable laying as and when required through existing or alternate cable routes. iii. Replace defective cables and passive components within the prescribed SLA. However, only cables will be provided by APGCL unless otherwise mentioned.
3	Fault Management & Corrective Maintenance	The Service Provider shall: i. Diagnose faults using its own testing tools and equipment. ii. Identify faults in Active network devices, Optical Fiber Network, Copper Network, Wireless Network. ii. Repair or restore faulty network infrastructure. iii. Perform Root Cause Analysis for major and recurring failures. iv. Conduct end-to-end connectivity testing after completion of maintenance activities.
4	Preventive Maintenance	The Service Provider shall: i. Carry out preventive maintenance of all active and passive network infrastructure at least once every quarter. ii. Perform Cleaning of switches, Rack cleaning, Cable dressing, Patch panel inspection, Connector inspection, Environmental inspection, UPS connectivity verification, Device health verification, Firmware verification.
5	Installation, Commissioning & Network Expansion	The Service Provider shall: i. Transfer, install, test, and commission Ethernet Switches, Wireless Access Points, SD-WAN Appliances, Network Management Systems, All associated network equipment, accessories, modules, cabling, and connectivity components required for complete and operational deployment. ii. Support future expansion, augmentation, and modernization of APGCL's network infrastructure.
6	Safety & Site Responsibilities	The Service Provider shall: i. Provide all necessary testing equipment, tools, ladders, and personal protective equipment (PPE) at its own cost. ii. Ensure compliance with APGCL safety and security regulations. iii. Be solely responsible for the safety, insurance, and compensation of its personnel during the contract period.

C. <u>Special Conditions wrt to Fiber Optic Cable (FoC):</u>

SL. No.	Item	Scope of work
1	Routine Inspection and Patrolling	The Service Provider shall: i. Carry out regular route patrolling and inspection of all underground and overhead FoC routes. ii. Inspect cable routes, poles, towers, ducts, trenches, chambers, handholes, joints, closures, and other associated infrastructure. iii. Identify and report cable exposure, sagging, damaged poles, unsafe clearances, encroachment, vegetation growth, erosion, waterlogging, construction activity, and other potential threats. iv. Conduct enhanced patrolling in vulnerable jungle/forest sections and areas prone to animal activity, landslides, flooding, fire, or other environmental hazard.
2	Maintenance of Underground FoC	The Service Provider shall: i. Maintain underground FoC cables, ducts, HDPE/GI pipes, chambers, handholes, route markers, and associated infrastructure. ii. Attend to and rectify cable damage caused by excavation, road construction, erosion, flooding, landslides, rodents, or other external factors. iii. Carry out excavation, cable tracing, fault localization, cable repair/replacement, duct repair, reinstatement, and backfilling, etc as required. iv. Maintain adequate protection and depth of buried cables and restore damaged route markers/signage. v. Remove accumulated water, debris, soil, and other obstructions from chambers/handholes wherever required.
3	Maintenance of Overhead FoC	The Service Provider shall: i. Inspect and maintain aerial FoC cables installed on poles, towers, or other supporting structures. ii. Maintain appropriate cable sag, tension, clearance, and lashing/support arrangements. iii. Repair or replace damaged clamps, brackets, messenger wires, suspension hardware, joint closures, and other associated fittings.

		iv. Attend damage resulting from storms, strong winds, falling trees/branches, vehicle impact, fire, animal activity, or other external causes. v. Coordinate with the concerned authority for maintenance/replacement of damaged poles or supporting structures where required.
4	Jungle/Forest Area Maintenance	The Service Provider shall: i. Carry out regular patrolling and maintenance of FoC routes passing through jungle, forest, hilly, remote, and difficult-to-access areas. ii. Keep the cable route reasonably accessible by clearing vegetation, bushes, fallen branches, and other obstructions, subject to applicable forest/environmental permissions. iii. Identify and mitigate risks arising from tree growth, falling trees, forest fires, wildlife movement, soil erosion, flooding, and landslides. iv. Maintain visibility of route markers and warning signs in jungle/forest stretches. v. Deploy appropriate manpower, tools, safety equipment, vehicles, and communication facilities for maintenance in remote areas.
5	Normal/Urban and Rural Area Maintenance	The Service Provider shall: i. Maintain FoC routes passing through roadsides, villages, urban areas, industrial areas, agricultural land, highways, railway crossings, and other normal operating environments. ii. Coordinate with road, utility, municipal, railway, electricity, and other agencies where their infrastructure or activities may affect the FoC route. iii. Monitor construction, excavation, drainage, road widening, and utility works near the cable route and take necessary preventive measures.
6	Fault Detection and Restoration	The Service Provider shall: i. Attend all reported FoC faults on a priority basis and restore connectivity within the prescribed SLA. ii. Locate faults using OTDR, Optical Power Meter, Visual Fault Locator, and other suitable test equipment. iii. Carry out emergency repair, jointing, splicing, cable replacement, and restoration of affected links.

		iv. Maintain adequate quantities of spare FoC cable, joint closures, splice trays, pigtails, patch cords, connectors, and other consumables required for emergency restoration. v. Conduct OTDR and end-to-end optical testing after every repair and submit test results to APGCL.
7	Cable Jointing and Splicing	The Service Provider shall: i. Carry out fusion splicing of optical fibers using calibrated fusion splicing machines whenever there are cuts or damage in the FoC or as required by APGCL ii. Maintain proper fiber routing, splice protection, bend radius, and sealing of joint closures. iii. Replace damaged joint closures/enclosures and ensure proper mechanical and environmental protection. iv. Maintain updated records of all joints, splice locations, fiber cores, and cable routes.
8	Preventive Maintenance	The Service Provider shall: i. Conduct scheduled preventive maintenance of all FoC routes and associated infrastructure. ii. Check optical power levels and fiber performance at defined intervals. iii. Inspect overhead hardware, underground chambers, ducts, cable markers, route protection, and joint closures. iv. Identify potential failure points and undertake corrective measures before service interruption occurs.
9	Safety and Statutory Compliance	i. Follow all applicable safety rules and statutory requirements during maintenance activities. ii. Provide appropriate PPE, safety equipment, warning signs, barricading, and traffic-control arrangements wherever required. iii. Ensure safe working practices near electrical lines, highways, railway crossings, water bodies, and other hazardous locations. iv. Obtain necessary permissions for work in forest/jungle areas, road crossings, railway areas, or other restricted locations, as applicable.
10	Documentation and Reporting	i. Maintain updated route diagrams, cable route records, joint locations, pole details, chamber locations, and fiber-core utilization records.

		ii. Maintain records of preventive maintenance, faults, breakdowns, restoration time, splicing work, and test results. iii. Submit periodic maintenance reports to APGCL, including details of faults attended, recurring fault locations, route condition, and preventive measures undertaken. iv. Immediately report any major cable damage, security threat, unauthorized excavation, encroachment, or other event that may affect network availability.
11	Emergency Restoration	i. Maintain a 24×7x365 emergency response mechanism for major FoC failures, where specified by APGCL. ii. Mobilize required manpower, vehicles, tools, test equipment, spares, and materials to affected locations. iii. Restore the affected communication link within the applicable SLA. iv. Complete restoration, reinstatement, testing, and documentation after emergency restoration.
12	General Responsibility	i. The Service Provider shall provide all necessary manpower, supervision, transportation, tools, testing equipment, machinery, safety equipment, consumables, and other resources required for effective maintenance of underground and overhead FoC infrastructure, unless specifically excluded in the contract. ii. The Service Provider shall ensure minimum disruption to APGCL's communication services during all maintenance activities.

D. <u>Special Conditions:</u>

SL. No.	Item	Scope of work
1	Special Condition	i. Any new laying of Fibre Optic Cable (FoC), whether Overhead or Underground, beyond the existing FoC infrastructure at any offices of APGCL shall be carried out by the bidder. The payment for such additional work shall be made on an actual-cost basis. However, APGCL reserves the right to undertake such work on its own or provide all required materials or through another bidder, as it may deem appropriate. Upon completion of the work, the newly laid FoC shall be brought under the

		AMC/maintenance scope of the selected bidder through this tender/bid. ii. Any new laying of UTP Cable, beyond the existing UTP infrastructure at any offices of APGCL shall be carried out by the bidder. The payment for such additional work shall be made on an actual-cost basis. However, APGCL reserves the right to undertake such work on its own or provide all required material or through another bidder, as it may deem appropriate. Upon completion of the work, the newly laid UTP cables/network shall be brought under the AMC/maintenance scope of the selected bidder through this tender/bid. iii. In case of relocation of a user or due to some other requirement, the job of providing LAN connection shall be the responsibility of the bidder. If LAN points/links are not available at the place of requirement, same shall be provided by the bidder with the prior approval of IT department, APGCL with no additional cost to APGCL. iv. APGCL at any time, reserves the right to undertake any work through another bidder, as it may be deemed appropriate. However, upon completion of the work, the newly done work shall be brought under the AMC/maintenance scope of the selected bidder.

4.5.4. **Vendor Coordination:**

SL. No.	Item	Scope of work
1	Vendor Coordination	i. Coordinate with Internet leased line service provider to ensure uninterrupted internet service. ii. Coordinate with the Cloud service provider to maintain the Switches installed at the DC & DR locations iii. Coordinate with respective hardware/software (IT & Network Devices) vendor followed by procedure /OEM to resolve the hardware/software related problems till closer of the complaint. iv. Coordinate with other vendors/service providers of APGCL for any electric/UPS-related work, air conditioning-related work (Server Room), housekeeping-related work and any

		other related work for the smooth functioning of IT operation. v. Maintain the warranty, service call report of the hardware. vi. Support in invoice verification of the vendor and submit bills to the Account department. vii. Any other related activities of vendor management which is not mentioned above and any upgradation/extension/expansion in above mentioned activity in future, shall automatically come under the scope of the work.

4.5.5. **Asset Management:**

SL. No.	Item	Scope of work
1	Asset Management	i. Manage the inventory of the IT Assets of APGCL. ii. Record all Installation, movement, add, changes, repair & maintenance history of the assets. iii. Maintain Asset IN-OUT register for inward/outward of the asset. iv. Maintain AMC/Warranty information with APGCL. v. Maintain the IT-Asset Issue Form, IT-Store Issue Form and any other related form/register etc. vi. Support in physical verification of the IT assets. vii. Any other related activities of asset management which is not mentioned above and any addition in above mentioned activity in future, shall automatically come under the scope of the service provider.

4.5.6. **Cyber Security & Network Security:**

SL. No.	Item	Scope of work
1	Cyber Security & Network Security	i. The service provider shall ensure adherence to APGCL's IT & Cyber Security Policy and best industry practices for safeguarding APGCL's IT and Network Infrastructure against all forms of cyber and network security threats. ii. The service provider shall comply with the security guidelines and advisories issued by CERT-In or any other

		authorized Government agency pertaining to Cyber and Network Security. iii. Regular assessments shall be conducted for all active and passive network components to identify potential security risks. iv. The service provider shall periodically review and validate firewall rules, access control lists (ACLs), VLAN segmentation, and port security configurations to ensure secure and optimized network operations. v. Analysis of network throughput, load balancing, and Quality of Service (QoS) parameters shall be performed to maintain optimal network performance. vi. Bandwidth usage patterns and network traffic shall be monitored and analyzed to detect anomalies or misuse. vii. Risk and vulnerability assessments shall be performed periodically, covering operating systems, applications, network devices, and end-user systems. viii. Periodic assessment shall be done which should include verification of outdated firmware and unsupported or obsolete hardware/software components. ix. The service provider shall provide detailed recommendations for improvements and mitigation measures to address any identified vulnerabilities. x. The service provider shall ensure timely patch management and updates of firmware, antivirus, anti-malware, and other endpoint protection tools across all devices. xi. Any security incident, breach, or anomaly shall be immediately reported to IT Department, APGCL of detection, along with details of remedial actions taken or to be taken. xii. User awareness shall be communicated to the end-users to promote secure computing practices. xiii. The service provider shall implement authentication and role-based access control for the users. xiv. All remote access connections shall be securely established through VPN with encryption and monitored for any unauthorized login attempts.

		xv. Incident response and escalation procedures shall be established and tested to ensure immediate action in case of any cyberattack, malware infection, or data breach. xvi. Any other related activities of cyber security and network security which are not mentioned above and any addition in above mentioned activity in future, shall automatically come under the scope of the service provider.

4.5.7. **Preventive Maintenance:**

SL. No.	Item	Scope of work
1	Preventive Maintenance	The Service Provider shall: i. Carry out half-yearly preventive maintenance of all IT hardware, network devices, and associated infrastructure, and submit preventive maintenance reports to the IT Department, APGCL. Preventive maintenance shall include comprehensive maintenance activities such as inspection, cleaning, health checks, configuration verification, patch/firmware status verification, testing, defect reporting, and corrective recommendations, etc. ii. Adhere to the Standard Operating Procedures (SOPs), policies, and guidelines issued by APGCL. The Service Provider shall also develop and submit SOPs for IT operations based on industry best practices, whenever required by APGCL. iii. Maintain attendance registers, maintenance records, service logs, checklists, and all other documentation related to IT facility management. Wherever feasible, the Service Provider shall use licensed digital tools and applications to automate and maintain such records. iv. Ensure timely compliance with observations, recommendations, and corrective actions arising from inspections, audits, or reviews conducted by APGCL or any internal or external audit agency. v. Participate in review meetings with the IT Department, APGCL, at periodic intervals or whenever called upon, and provide necessary updates on service delivery, pending issues, and improvement plans.

		vi. Provide, at its own cost, all licensed software tools, testing equipment, instruments, ladders, consumables, and other resources required for operation and maintenance of the IT and Network infrastructure. APGCL may provide civil, electrical, or carpentry assistance, subject to feasibility and availability, but shall not be obligated to provide the same. vii. Manage and maintain all existing IT assets listed in the tender, as well as any additional IT hardware, software, or network assets procured by APGCL during the contract period, which shall automatically form part of the scope of work. viii. Maintain strict confidentiality of all APGCL information, including data, passwords, configurations, network information, user credentials, and any other confidential information accessed during the course of the contract. Such information shall not be disclosed to any third party without prior written approval of APGCL. ix. Provide technical consultancy and advisory services on IT and network-related matters, including evaluation of new technologies, recommendations for improvement of IT services, network architecture, server infrastructure, cybersecurity, and overall IT infrastructure modernization. x. Implement all recommendations arising from IT audits, network audits, cybersecurity audits, vulnerability assessments, or reviews conducted by APGCL or any external consultant, subject to the approval of APGCL. xi. Work in close coordination with the Coordinator/In-charge of the IT Department, APGCL, to ensure smooth operation, maintenance, and continual improvement of the IT and network infrastructure. xii. Carry out jungle cutting/vegetation clearance around overhead Optical Fiber Cable (OFC) routes and other network infrastructure, wherever required, to facilitate safe operation, inspection, maintenance, and restoration of communication links. xiii. Perform any other related activities necessary for the effective operation, management, maintenance, upgradation, extension, relocation, or expansion of APGCL's

		IT and Network infrastructure during the contract period. Any future additions or enhancements to the existing infrastructure shall automatically be deemed to be within the scope of work unless specifically excluded by APGCL.

4.5.8. **Help Desk (24x7, 365 days):**

SL. No.	Item	Scope of work
1	Help Desk (24x7, 365 days):	The Service Provider shall: i. maintain onsite 24x7, 365 days centralized help desk. Help Desk shall be used to receive, log, prioritize, assign, track, escalate, resolve, close, answer calls, record the service request, track & monitor request and the escalation of unsolved issues to the next level. ii. Ensure that end user can raise the ticket through Email, Web Portal, Mobile, Verbal or any other medium. Hence, the service provider has to maintain compliant log-sheet as per APGCL format/Service Providers format and the log-sheet shall be shared with the IT department on daily/monthly/quarterly/half yearly basis whichever is agreed upon during execution. iii. appoint one team leader who will manage its team and also report to IT department, APGCL on daily basis. All the calls shall be monitored by the team leader. In the case, the same is not resolved by technical person, it is the team leader's responsibility to resolve the problem within the stipulated response time. Team leader will follow up for the pending calls. iv. inform the IT department, APGCL, if resolution time extend because of any dependencies like OEM/Repairing vendor/other department support etc.

4.5.9. **Manpower Deployment:**

SL. No.	Item	Scope of work
1	Manpower Deployment	The Service Provider shall deploy adequate numbers of qualified, trained, and experienced technical personnel to ensure uninterrupted operation and maintenance of APGCL's IT and Network infrastructure throughout the contract period.

		The Service Provider shall: i. Deploy trained, certified, and qualified technical personnel in accordance with the scope of work under this Contract. Freshers or trainee personnel shall not be deployed for execution of the services. ii. Ensure that personnel deployed possess the following minimum professional qualifications: **L2 Support Engineer:** Minimum Qualification & Experience: **Min. Qualification**: MCA / B.E. or B.Tech in IT or CSE or Electronics & Telecommunication. / M.Sc. – IT/BCA or B.Sc. - IT / Diploma in IT or CSE or Electronics & Telecommunication. **Min. Experience:** 10 Years (IT Networking and Hardware /Security) **Min. Certification**: Valid Fortinet NSE 1, NSE 2 and NSE 3 **L1 Support Engineer:** Minimum Qualification & Experience: **Min. Qualification**: MCA / B.E. or B.Tech in IT or CSE or Electronics & Telecommunication / M.Sc. – IT/BCA or B.Sc. - IT / Diploma in CSE or Electronic & Telecommunication. **Min. Experience**: 5 Years (IT Networking, Hardware /Security and Active Directory) **Min. Certification**: a) Valid Fortinet NSE 1, and NSE 2 or Valid CCNA / OCNA b) Valid Microsoft certification (or equivalent) with proven experience in installation, administration, maintenance, and troubleshooting of Servers, Active Directory, Virtualization platforms, and Firewalls iii. Any other specialized personnel, wherever required, shall possess relevant OEM/industry certifications and experience appropriate to the assigned responsibilities. iv. The L1 and L2 Engineers deployed shall possess adequate knowledge and hands-on experience of all hardware devices and network equipment installed [Annexure IV & V], deployed, or used across various APGCL offices to ensure effective technical support, troubleshooting, maintenance, and resolution of IT-related issues. APGCL reserves the right to conduct interviews and/or technical assessments of the

		proposed manpower, if deemed necessary, prior to their deployment, to evaluate their technical knowledge, practical skills, and suitability for the assigned roles. The Service Provider shall ensure deployment of personnel found suitable by APGCL. v. Deploy and maintain at least one dedicated trained technical resource at each of the following major locations mentioned in Section IV, Sl No. 4.3 List of Offices of APGCL. vi. The stationed personnel shall provide operation and maintenance support for LAN, Optical Fiber Network (OFC), Computer Systems, Peripherals, UPS, System Software, Network Infrastructure, and associated IT assets 24×7×365. Personnel stationed at each location shall also attend nearby APGCL establishments, as directed. vii. The deployed manpower shall have prior experience working in rough and hilly terrain. viii. Arrange suitable accommodation, transportation, communication facilities, and other logistics for all deployed personnel at its own cost. ix. Provide 24×7×365 call logging and service request registration facilities through one or more of the following channels: Email, Web Portal, Mobile, Telephone/Voice Call, Any other approved communication medium. x. The Service Provider shall maintain proper records of all complaints, service requests, incident tickets, and closure reports. xi. Arrange suitable replacement personnel whenever any deployed resource proceeds on leave, resigns, or becomes unavailable, so that service delivery and SLA commitments are not affected. xii. Ensure that all personnel proposed for deployment at APGCL are interviewed and approved by APGCL prior to deployment. APGCL reserves the right to reject any proposed resource without assigning any reason. xiii. Immediately replace any deployed personnel whose performance, conduct, competency, discipline, or professional behaviour is found unsatisfactory based on the feedback provided by APGCL. Such personnel shall be

		replaced with individuals possessing equivalent or higher qualifications, within the timeline specified by APGCL, ensuring uninterrupted continuity of services. Ensure that all deployed personnel are medically fit, possess verified antecedents, and comply with all applicable statutory, labour, and security requirements before deployment at APGCL premises. xiv. Provide all necessary Personal Protective Equipment (PPE), safety equipment, tools, instruments, and other protective accessories required for safe execution of the work. The Service Provider shall ensure compliance with all applicable safety regulations and shall coordinate with Electrical, Safety, and Security Departments whenever required for execution of hazardous or high-risk activities. xv. Be solely responsible for the conduct, supervision, attendance, safety, insurance, statutory compliance, and welfare of all personnel deployed under the Contract.

4.5.10. **Service Level Agreement (SLA):**

SL. No.	Item	Scope of work
1	Service Level Agreement (SLA):	The purpose of this Service Level Requirements/ Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to Purchaser for the duration of this contract period of this engagement. The Service Provider shall: i. All the payments to the bidder are linked to the compliance with the SLA metrics specified in this document. ii. The SLA is proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below: iii. "**Downtime**" shall mean the time-period for which the Assets and/or specified services/ components with specified technical and service standards are not available to users. This includes Assets (Laptop/ Desktop/ Peripherals/ LAN/ Optical Fiber Cable), their subcomponents etc. at all Project locations. The planned maintenance time/ scheduled

downtime will include activities like Asset Delivery, Replacement of assets in case got faulty, Windows got corrupted etc.

iv. "**Incident**" refers to any event/ abnormalities in the functioning of the Assets and services that may lead to disruption in normal operations.

v. "**Resolution Time**" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.

vi. **Commencement of SLA**: The SLA shall commence from Day 1 of Contract Agreement. The penalty will be deducted from the next payment milestone.

vii. Bidder must ensure support (24 hrs everyday x 365 days in each year) for any Hardware/ Software issue, and it is the responsibility of the Bidder to ensure that Purchaser avails all necessary support from the team to address technical issues for timely resolution.

viii. Bidder will be solely responsible for any defect in service.

ix. Penalty During Warranty & O/M Lifecycle:

#	Parameter	Penalty
1	Fault/ issue related to any asset	All incidents shall be resolved within 2 days of being raised. Any delay beyond 2 days shall attract a penalty of ₹1,000 per day per incident, calculated from the date of raising the incident raised until resolution.
2	Mission critical servers/ computers/ peripherals	All incidents shall be resolved within 2 days of being raised. • Incidents unresolved beyond 2 days: ₹3,000 per day per incident. • Incidents unresolved beyond 7 days: ₹5,000 per day per incident.

				• Incidents unresolved beyond 15 days: ₹10,000 per day per incident. Penalty shall be calculated from the date of raising the incident until its resolution.

***Maximum Down Time: 2 Days**

x. The bidder must submit all the reports pertaining to SLA Review process within 7 working days after end of the quarter.

xi. All or any of the reports must be made available to the Purchaser, as and when the report is generated or as and when asked by the competent authority.

xii. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime.

xiii. The downtime calculated shall not include the following, Downtime due to hardware/ software and application which is owned by the Purchaser at their premises. Negligence or other conduct of the Purchaser or its agents, including a failure or malfunction resulting from applications or services provided by the Purchaser or its bidder

xiv. However, it is the responsibility/onus of the selected bidder to prove that the outage is attributable to the Purchaser. The selected bidder shall obtain the proof authenticated by the Purchaser official that the outage is attributable to the Purchaser. Damage due to rodents will be part of SLA.

xv. If the deductions for two consecutive quarters exceed 20% of the yearly payments on account of any reasons will be deemed to be an event of default and termination as per Purchaser discretion.

xvi. It is the right of the Purchaser to bring/ deploy any external resources/ agencies at any time for SLA review.

xvii. The Selected bidder shall deploy enough manpower suitably qualified and experienced to meet the SLA.

xviii. Bidder is required to maintain at least one trained and skilled manpower at (Head Office, LTPS, NTPS, KLHEP-MSHEP, LKHEP) sites where LAN, OFC, Computer Systems,

		Peripherals, UPS, System Software and other software has been installed to ensure uptime SLAs are met during the working hours/ days of Purchaser. Persons stationed at Head Office will attend to locations nearby Head Office and similarly for other locations. The bidder shall provide 24X7x365 call logging support via helpline number and e-mails. xix. The bidder needs to maintain an inventory of the hardware, backup device/spare parts/other peripherals such as Keyboard/Mouse/RAM/SSD/Hard Disk, etc so as to reduce the SLA downtime. xx. In case an item is not usable beyond the stipulated maximum downtime, the bidder will be required to arrange for an immediate replacement of the same until it is repaired. Failure to arrange for the immediate repair / replacement beyond 2 working days will be liable for penalty as per SLA. The amount of penalty may be recovered as deduction from the bidder's invoice or from the Performance Guarantee during AMC period. In the event of Performance Guarantee amount not being sufficient to set off the liability of the bidder under this head, the Purchaser shall be at liberty to proceed against the bidder for recovery of the balance as may be advised.

4.6. Work Completion Period:

4.6.1. **Contract Period:** The period for completion of the scope of work covered under this Tender shall be twelve (12) months from the Commencement of AMC services and complete deployment of Bidder's personnel at the locations of APGCL as per the Section –IV of the Bid document and Sign-off from APGCL.

4.6.2. **AMC Execution Schedule/Plan:** The successful Bidder shall, in consultation with the designated IT Officers of APGCL, prepare and submit a detailed Annual Maintenance Contract (AMC) Execution Schedule/Plan covering the entire twelve (12)-month contract period. The schedule/plan shall be finalized with the approval of APGCL and shall be strictly adhered to by the successful Bidder throughout the contract period.

4.6.3. **Liquidated Damages/Penalty:** In the event of any delay in or failure to commence or execute the AMC services in accordance with the terms and

conditions of the Tender, liquidated damages/penalties shall be imposed as per the Liquidated Damages Clause of this Tender.

4.6.4. **Extension of Contract Period:** Upon completion of the initial twelve (12)-month contract period, APGCL, at its discretion, may extend the contract for a further period of twelve (12) months on the same terms and conditions, at the rates specified in the Price Bid (BoQ). In the event of such an extension, the Supplier shall be obligated to continue providing the services for the extended period at the agreed BoQ rates.

4.6.5. **Release and Renewal of Performance Guarantee:** In the event of an extension of the contract, the Performance Guarantee furnished by the Supplier for the initial contract period shall be released only upon submission and acceptance by APGCL of a valid Performance Guarantee covering the extended contract period, in accordance with the applicable terms and conditions of the Tender.

Consignee Address Details

The Chief General Manager (PP&I),
APGCL, 3rd Floor, Bijulee Bhawan,
Paltan Bazar, Guwahati.
District: Kamrup Metro
State: Assam
Contact No.:
Email Id: 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 & B10 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:

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

e) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for a period of 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 furnish 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, Service Provider etc. 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 _____

ASSAM POWER GENERATION CORPORATION LIMITED

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 *[insert Bidder's legal name]*
2. Bidder's year of registration/incorporation: *[insert Bidder's year of registration/incorporation]*
3. Bidder's Address: *[insert Bidder's legal address]*
4. Activities Undertaken by the Bidder:
5. Bidder's Authorized Representative Information *a)* Name: *[insert Authorized Representative's name]* *b)* Address: *[insert Authorized Representative's Address]* *c)* Telephone/Fax numbers: *[insert telephone/fax numbers]* d) Email Address: *[insert Authorized Representative's email address]*

6. Details of the Manufacturer and the Production/Processing facility from where the offered goods/item(s) have been produced and processed.

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)

ASSAM POWER GENERATION CORPORATION LIMITED

5.3 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*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following item(s), produced/manufactured by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Item(s)	Quality Certifications	Details of the Mfg. License	Details of Production Facility
1				
2				
3				
4				

We have been manufacturing product(s) of similar in nature as stated above since last three financial years ended on 31st March 2025.

We shall stand guarantor with respect to the quality and genuineness for the goods manufactured or produced by us and supplied by *<insert the name of the bidder>* to <insert name of the procuring entity>, on the award of the contract.

We also stand guaranteed to fulfil the warranty and maintenance obligations with respect to the goods manufactured by us as per 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 offered 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 Work Orders

FORM- B4

Name of the Bidder: _____

Tender Reference No._____

Name of the Client	Order No. and Date	Description of the Goods Supplied & Work Executed	Value of Order	Quantity	Reason for delay in completion, if any.
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/ Performance Certificate.**

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 2023-24, 2024-25 and 2025-26. 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**
	2023-24	2024-25	2025-26	
	Audited	Audited	Audited	
Total Turnover				
Net worth				

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 Joint Venture (JV) 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)
3rd 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. for 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 to……..(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

Statutory Tax Compliance

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				

ASSAM POWER GENERATION CORPORATION LIMITED

5.11 Performance Bank Guarantee Format

FORMAT-B11
Format of PBG (Not to be submitted with this Bid)

STAMP PAPER

(To be stamped)

BANK GUARANTEE FOR PERFORMANCE

Bank Guarantee
No. Date:

Whereas the Assam Power Generation Corporation Ltd. (hereinafter called APGCL) which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns has placed a Work Order No: _____ (herein called the 'contractor') which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns for the work of "_____".

Whereas the terms of the contract between the parties are contained in the Work Order aforementioned and subsequent correspondences between the parties, if any.

Whereas by the virtue of the clause "Performance Security Deposit" of the Work Order aforementioned, the Firm is required to furnish a Bank Guarantee from a Nationalized/Scheduled Bank of RBI for a sum of Rs. _____ (Rupees _____) as security for the satisfactory performance of Contract by the Contractor.

Whereas the Firm has requested APGCL to accept the guarantee of _____ (Name of any Nationalized Bank with address) and APGCL has agreed to accept the same.

In consideration of APGCL entering into contract aforementioned, we _____ (Name of the Nationalized Bank with address) take into indemnity and keep indemnify APGCL from any damage, injury or loss occasion to it by breach or violation of the contract and shall pay APGCL all sums demanded by it towards such injury, loss or damage or penalties as and when demanded, provided that the total liability under the guarantee shall not exceed Rs _____00 (Rupees _____ only).

Provided further that this guarantee shall not continue in force beyond _____
All claims under this guarantee shall be preferred to the executant's bank before _____

We _____ (Name of the Nationalized Bank with address details) hereby undertake not to revoke this guarantee during the period it is in force without obtaining the prior written consent of APGCL & notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs_____.00 (Rupees _____only).

Our guarantee shall remain in force until _____ unless a claim in writing is presented to us and if unpaid, a suit or action to enforce such claims is filed against us within 6 (six) months from the date i.e., within _____ All rights under said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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 _____ (Rupees _____ only).
2. This Bank Guarantee shall be valid up to _____.
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 on or before _____.

The Bank Guarantee will be governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of courts of India.

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: _____

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 (BoQ) 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 loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site, etc.

Unit GST shall be quoted in the BoQ.

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 28 (twenty eight) 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 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 advice 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 *Packing:*

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

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 immediately/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 immediately or 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).
g. Also, insurance of all work personnel of the Contactor engaged during the work execution at work site is mandatory on behalf of the Contactor and necessary documents in this regard are required to be submitted by the Contactor to APGCL Official at work site before commencement of work. Without proper Insurance of all site personnel of the Contractor engaged for the work at work site, the Contractor shall not be allowed to execute the work at site and any delay in work completion for this shall be at Contractor's sole responsibility. Cost of Insurance of Contractor's Site Personnel working at work site shall be at Contractor's scope.

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:*

The Contractor shall take reasonable and statutory precaution during execution of the work at work site so as to avoid accident and damage to equipment and injury to workman and to prevent theft, pilferage etc.

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/LOA failing which, it will be presumed the Contactor has accepted the Order/LOA and all the Clauses, Terms & Conditions etc. 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-

a) Arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment thereof.
b) 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.
c) 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.
d) 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.
e) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
f) English language shall be the official language for all purposes.
g) 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.
h) 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.
i) 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 of the Contract. 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 **Joint Venture:**

If the Contractor is a joint venture all the parties shall be jointly and severally liable to the Purchaser (APGCL) for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Purchaser (APGCL).

In the case of a Joint Venture: -

(a) no partner of the Joint Venture shall submit an independent bid for the same package for which the Joint Venture submits a bid as this shall constitute conflict of interest;

(b) all partners of the Joint Venture shall be jointly and severally liable for the bid and for the execution of the Contract in accordance with the terms of the contract and a relevant statement to this effect shall be submitted by them in evidence thereof;

(c) in the event of the bid of Joint Venture being accepted, they shall either form a registered Joint Venture Company or a Limited Liability Partnership, or a Partnership Firm or else the contract documents and the Joint Venture Agreement,

etc. shall be duly signed and executed in such a manner as may be required for making it legally binding on all partners and clearly indicating, amongst other things, the proposed distribution of responsibilities, both financial as well as technical, for execution of the work amongst them; and

(d) the Joint Venture shall nominate a Lead Partner who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process and during execution of the contract. This authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners or, otherwise, all the parties in Joint Venture shall sign the Agreement.

(e) For JV qualification criteria (i.e., eligibility criteria) refer to Clause 3.1, Clause 3.2., Clause 3.3.

(f) JV firm must comply with all required bidder's qualification criteria (i.e., eligibility criteria, experience criteria etc.)

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

The Contractor and its Subcontractors, and suppliers shall comply with all applicable eligibility requirements prescribed under Assam Public Procurement Act,2017 and Assam Public Procurement Rule ,2020 and as amended from time to time.

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.

*6.27 **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.

*6.28 **Inspection, Verification and Audit of Service and Supply:***

6.28.1 The Contractor shall, at its own cost and without any additional cost to the Purchaser (APGCL), provide all necessary assistance, cooperation, records, reports, tools and resources required by the Purchaser for inspection, verification and assessment of the services being rendered under the Contract and parts offered as part of AMC.

6.28.2 The Purchaser (APGCL) or its authorized representative shall have the right to inspect, verify and audit, at any time during the Contract period, the services and activities being performed by the Contractor to ascertain compliance with the Contract, Scope of Work, technical requirements and other applicable provisions of the Tender.

6.28.3 Such inspection, verification or audit may include, but shall not be limited to, verification of service records, maintenance records, job sheets, incident/ticket records, logs, checklists, reports, documentation and other records maintained by the Contractor in connection with the services. The Purchaser may also physically verify the condition and maintenance status of the IT infrastructure covered under the Contract, wherever applicable.

6.28.4 The Contractor shall extend full cooperation to the Purchaser or its authorized representative during such inspection, verification or audit and shall make available all relevant records, documents and information required for the purpose. The Contractor shall also facilitate access to the concerned personnel, systems, locations and facilities, subject to the applicable security and access-control requirements of APGCL.

6.28.5 The Purchaser may require the Contractor to submit clarification, supporting

documents or additional information in respect of any service activity, maintenance work, report or record supply of spares. The Contractor shall furnish the same within the period specified by the Purchaser.

6.28.6 In case any deficiency, non-conformity, discrepancy or shortcoming is observed during such inspection, verification or audit of the services and supply being rendered under the contract, the Contractor shall take appropriate corrective action within the time specified by the Purchaser, without any additional cost to the Purchaser, wherever such corrective action falls within the scope of the Contract.

6.28.7 The Purchaser's inspection, verification, review, certification or acceptance of any service, report or record shall not relieve the Contractor of its responsibility for proper performance of the Contract or from any of its contractual obligations, warranties, liabilities or responsibilities under the Contract.

6.28.8 Inspection, verification or audit by the Purchaser may be carried out periodically or on a random basis, as considered necessary. The Contractor shall not claim any additional payment or compensation for providing assistance or cooperation in connection with such inspection, verification or audit.

6.29 **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 confidentiality 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 6.29 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 6.29 shall survive completion or termination for whatever reason, of the Contract.

6.30 **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.

6.31 **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.

ASSAM POWER GENERATION CORPORATION LIMITED

SECTION VII

7. Special Terms and Conditions (STC)

7.1. *Firm Price*

7.1.1. 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 basic price/rate, freight, and transit insurance shall be quoted in the Price-Bid (BOQ) of the submitted tender. Total GST shall be quoted for every line item in the Price-Bid (BOQ) of the submitted tender. However, the basic prices/rate shall be inclusive of all charges including travelling, local conveyance, fooding-boarding and any other charges of Bidder's work personnel at all APGCL sites.

7.1.2. All request for payment shall be made to The Chief General Manager (PP&I), APGCL in writing, accompanied by invoices in triplicate (if applicable), describing, as appropriate, the relevant component of the Services/Solution performed, accompanied by Quarterly Service Certificates duly signed by the authorized representative of the Purchaser. The quarterly service certificate will be issued to the supplier on submission of location wise service report duly signed by authorized officer of each location as well as any other documents as mandated by APGCL.

7.1.3. All payments shall be made by APGCL in favour of the Bidder.

7.2. *Terms of Payment*

The payments shall be made subject to compliance with the Performance Security Deposit Clause of this tender.

Sl. No.	Milestone	Payment	Document Required
1	After completion of First Quarter i.e. Year 1 Quarter 1	25% of Year 1 (one) Contract Price	(a) Quarterly Service Certificates duly signed by the authorized representative of the Purchaser. The quarterly service certificate will be issued to the supplier on submission of location wise service report duly signed by authorized officer of each location. (b) In case of violation of SLA, penalty as applicable shall be deducted.
2	After completion of Second Quarter i.e. Year 1 Quarter 2	25% of Year 1(one) Contract Price	
3	After completion of Third Quarter i.e. Year 1 Quarter 3	25% of Year 1(one) Contract Price	
4	After completion of Fourth Quarter i.e. Year 1 Quarter 4	25% of Year 1(one) Contract Price	

Others:

a. No advance payment shall be released against Contract Agreement/Purchase Order.
b. Payment shall be released after successful completion of the respective Milestones under Clause 7.4: Work Completion Period/Delivery Schedule (wherever applicable)
c. The selected bidder shall obtain sign-off for each milestone completed from APGCL.

d. All payments shall be made after completion of respective delivery milestones as per delivery schedule and deduction of applicable Liquidated Damage (LD)/Service Level Agreement (SLA) if any.
e. Payments shall be subject to deductions of any amount for which the successful bidder is liable under the contract conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income Tax Act and/or any other statutory provisions.

Paying Authority:

The Chief General Manager (F&A), APGCL,
3rd Floor, Bijulee Bhawan, Paltan Bazar,
Guwahati-781001.

Note:

- All invoices are to be processed through The Chief General Manager (PP&I), APGCL.
- Performance Security Deposit shall be submitted within twenty-eight (28) days from the receipt of Letter of Acceptance/Order from the Procuring Entity (APGCL) or before signing of the Contract Agreement, whichever is earlier.

7.3. Warranty Clause

i. The Contractor shall provide warranty for all spares, components, parts and replacement equipment supplied/installed under the AMC, as well as for the workmanship and repair services rendered under the contract

ii. All spares/components supplied by the Contractor shall be new and unused, unless specifically permitted by APGCL in writing. The spare parts/components shall be genuine OEM parts or technically equivalent and compatible parts. The Contractor shall be responsible for submitting documentary evidence establishing the genuineness, technical equivalence, and compatibility of such spare parts/components. Further, the spare parts/components shall be free from defects in design, material, manufacture and workmanship.

iii. The warranty for any spare/component replaced under the AMC shall be for a minimum period of 12 (Twelve) months from the date of installation/acceptance of such replacement, or the OEM's standard warranty period, whichever is higher, unless otherwise specified elsewhere in the Tender/Contract Agreement.

iv. In the event of failure of any spare/component supplied and installed by the Contractor during its warranty period, the Contractor shall repair or replace the defective spare/component free of cost to APGCL. All costs towards material, labour, transportation, installation, configuration, testing and commissioning shall be borne by the Contractor.

v. The Contractor shall also be responsible for the quality of repair/workmanship carried out under scope of tender.

vi. Replacement of a defective component shall not relieve the Contractor of its responsibility to restore the concerned equipment to proper working condition. The Contractor shall carry out all necessary installation, configuration, testing and commissioning required for satisfactory operation of the equipment.

vii. In case a defective component is replaced under warranty, the Contractor shall provide details of the replacement component, including make, model/part number, serial number, date of replacement and warranty details, wherever applicable.

viii. The Contractor shall maintain adequate availability of commonly required spares/components so that the prescribed response and resolution time under the SLA is not adversely affected.

ix. Where any equipment cannot be restored within the stipulated resolution time due to non-availability of a spare/component, the Contractor shall provide a suitable standby/replacement equipment, wherever such provision is specified in the SLA/tender, until the original equipment is restored.

x. The Contractor shall not replace any component with a used, refurbished or reconditioned component without prior written approval of APGCL.

xi. For UPS systems, the warranty provisions shall also cover the UPS batteries and other components supplied/replaced by the Contractor, subject to the specific provisions relating to battery replacement, battery life and warranty contained elsewhere in the Tender.

xii. If the Contractor fails to rectify the defects within a reasonable time, APGCL may fix a date by which the Contractor would rectify the defects, failing which the APGCL may:

(a) Carry out remedial work himself or through others, in a reasonable manner and at the contractor's risk and cost. The cost incurred by APGCL in remedying the defects shall be recovered from the Contractor by APGCL.
(b) Determine and certify a reasonable reduction in the contract price or
(c) May terminate the contract in respect of such parts of the work and APGCL shall be entitled to recover all sums paid for such parts of the work.
(d) May forfeit either in part or in full, Performance Security Deposit.

xiii. In case the Contractor repeatedly fails to rectify defects, maintain the equipment in working condition or comply with the prescribed SLA, APGCL may take appropriate action in accordance with the penalty, performance security and termination provisions of the Tender.

xiv. The warranty obligations under this clause remain applicable notwithstanding the completion or expiry of the AMC as per this tender document for any spare/component whose applicable warranty period extends beyond the date of expiry of the AMC.

7.4. Work Completion Period/Delivery Schedule:

Timeline of work:

Sl. No.	Delivery / Milestone	Completion Schedule
1	Mobilization and deployment of manpower at all APGCL offices	D + 2 weeks
2	Familiarization and commencement of AMC-cum-FMS services	D + 3 weeks
3	Commencement of AMC services (C), complete deployment of Bidder's personnel at the locations of APGCL as per the Section – IV of the Bid document and Sign-off from APGCL.	C
4	Completion of First Quarter (Year 1 – Quarter 1)	C + 3 Months
5	Completion of Second Quarter (Year 1 – Quarter 2)	C + 6 Months
6	Completion of Third Quarter (Year 1 – Quarter 3)	C + 9 Months
7	Completion of Fourth Quarter (Year 1 – Quarter 4)	C + 12 Months

*D = Effective Date of the Contract Agreement.
*C = Actual date of commencement of AMC services.

Note:

1. Commencement of AMC shall start after complete deployment of Bidder's personnel at the locations of APGCL as per the Section –IV of the Bid document and Sign-off from APGCL.
2. Liquidated Damages/penalty due to delay in deployment of manpower or failure in commencement/execution of the AMC services as per Sl. No. 1 & 2 of Table: Timeline of Work shall be levied as per the Liquidated Damage Clause of this Tender.
3. The Work Completion Period for the scope of work covered under this Tender shall be 12 (Twelve) months from the mutually agreed date after deployment of support engineers at all offices of APGCL.

The successful Bidder shall, in consultation with the designated IT Officers of APGCL, prepare and submit a detailed AMC Execution Schedule/Plan covering the entire 12 (Twelve) months of the Contract. The AMC Execution Schedule/Plan shall be finalized in consultation with APGCL or its representative and shall be adhered to by the successful Bidder throughout the Contract period.

After the completion of the year 1(one) period of this IT FMS cum AMC Services, if the Purchaser wishes to extend the services for a further period of 1 (One) year, the Supplier shall be bound to provide them at the rate mentioned in the BoQ: Year 2. In such case, the performance guarantee furnished by the Supplier under this agreement shall be released only after furnishing the performance guarantee for the next 1(one) year.

7.5. Liquidated Damage:

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 work in full or to deliver the material or perform service within the stipulated work completion period, the Purchaser/Employer (APGCL) shall be entitled to: -

7.5.1. Recover an amount at the rate of 1% (one percent) of the Order value of Material/Service delayed per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the Order value of Material/Service 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.

7.5.2. 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.

7.5.3. Cancel the Contract/Order wholly or in part and to purchase materials/equipment and execute the work/service at the full risk and cost of the Contractor and forfeit the security deposit.

7.6. Inspection, Testing, Repair/Replacement and Acceptance and Dispatch Clearance

This clause shall be read in conjunction with Clause No. 6.28: Inspection & Testing of this document.

Right of Inspection:

APGCL reserves the right to inspect and verify the IT equipment covered under the AMC at any time during the contract period. The inspection may include, but shall not be limited to, Desktop Computers, Laptops, Printers, Scanners, UPS systems and other IT equipment covered under the scope of the contract.

APGCL may also inspect the quality of preventive maintenance, corrective maintenance, repair/replacement activities, spare parts used, service records, equipment uptime and compliance with the prescribed SLA.

Initial Inspection and Asset Verification:

At the commencement of the AMC, the Contractor shall carry out a detailed joint inspection and verification of all IT equipment covered under the contract in coordination with APGCL's authorized representative.

The Contractor shall verify and record, wherever applicable:

Asset identification/asset number, Make and model, Serial number, Configuration/ specifications, Existing physical condition, Operational status, Existing defects/faults, Installed software/firmware details, where applicable, UPS battery/backup condition, where applicable and any other relevant technical particulars.

The Contractor shall submit an Initial Asset Verification/Condition Report to APGCL.

Preventive and Corrective Maintenance:

The Contractor shall carry out preventive and corrective maintenance of the covered IT equipment in accordance with the prescribed maintenance schedule and SLA.

All repair, troubleshooting, configuration, testing and replacement activities necessary for restoration of the equipment to proper working condition shall be carried out by the Contractor within the stipulated response and resolution time.

Supply and Replacement of Spares:

Where replacement of defective components is required, the Contractor shall supply and install the required spare/component as per the terms of the AMC.

The spare parts/components shall be genuine OEM parts or technically equivalent and compatible parts. The Contractor shall be responsible for submitting documentary evidence establishing the genuineness, technical equivalence, and compatibility of such spare parts/components.

The Contractor shall not use counterfeit, defective, used, refurbished or reconditioned parts without prior written approval of APGCL.

For major replacement components, the Contractor shall provide details such as make, model/part number, serial number, warranty and other relevant particulars, wherever applicable.

Testing after Repair/Replacement:

After completion of any repair or replacement, the Contractor shall thoroughly test the equipment to ensure that it is functioning satisfactorily.

Testing shall include Boot-up and functional testing of desktops/laptops, Printing, scanning and connectivity tests for printers/scanners, Battery backup, charging and output tests for UPS, Hardware diagnostic tests, Network/connectivity testing, Driver/firmware/configuration verification and any other functional test necessary to establish satisfactory operation.

The equipment shall be handed over to the user/APGCL representative only after satisfactory testing.

Inspection of Replaced Components:

APGCL reserves the right to inspect any replaced component/spare used by the Contractor.

APGCL may require the Contractor to produce the replaced defective component, details of the replacement component and relevant OEM/warranty documentation for verification.

Unless otherwise specified in the tender, defective/replaced components shall be retained by APGCL or disposed of as directed by APGCL.

Factory Inspection/FAT:

Normally, Factory Acceptance Test (FAT) shall not be applicable to routine repair/replacement of IT equipment and spares under the AMC.

However, where APGCL specifically requires inspection or testing of any major equipment/component at the OEM/manufacturer's premises, the Contractor shall make the necessary arrangements for such inspection/testing.

Acceptance of Services:

Completion of a repair, preventive maintenance activity or replacement of a component shall not automatically constitute acceptance of the service.

The service shall be considered satisfactorily completed only when the concerned equipment is restored to proper working condition and the required functional tests have been successfully completed.

APGCL shall have the right to reject any repair, replacement or maintenance work that does not meet the specified requirements.

Service Reports and Records:

The Contractor shall maintain and submit service records containing, at a minimum:

Complaint/ticket number, Asset identification and equipment details, Nature of fault, Date and time of complaint, Response time, Action taken, Spare/component replaced, if any, Make/model/part number of replacement spare, wherever applicable, Date and time of restoration, Testing carried out, Downtime, User/APGCL representative's acknowledgement and Any other information prescribed by APGCL.

Performance Monitoring and SLA:

APGCL shall periodically review the Contractor's performance against the prescribed Service Level Agreement (SLA), including response time, resolution time, equipment uptime, preventive maintenance compliance, quality of repairs, availability of manpower and timely replacement of defective components.

Any failure to meet the prescribed SLA shall attract the applicable penalty/service-level deductions specified elsewhere in the tender.

7.7. *Cyber Security Clause:*

In case applicable for the Offered Products/Tendered Products, bidders shall note and adhere to the following requirements as given below under Cyber Security: -

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 or any amendments issued/recent 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.

If applicable, 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.

Note: 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 and Guidelines of CEA for Cyber Security in Power Sector, 2021 are attached herewith for reference of bidders.

7.8. *Mandatory Documents:*

The bidder must upload the scanned copies of the following mentioned documents along with the technical bid on 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) Statutory documents related to bidder's Firm.
(e) Documents related to the bidder's average annual turnover & net worth during 03 (three) Financial Year (FY 2023-24, 2024-25 & 2025-26).
(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)/BoQ. No Part Offer is accepted.
(g) Payment proof of EMD.
(h) All Bidding Forms (B1 to B7, B9), duly filled up as per the instructions provided therein.
(i) Authorization document as per format if the bidder is an Authorized Vendor.
(j) Undertaking from the bidder confirming the availability of service support of all devices mentioned in the Annexure-IV & V.
(h) The bidder shall submit an notarizes undertaking, duly signed by the authorised signatory, confirming that all spare parts, components and replacement hardware supplied or installed during the AMC period shall be brand-new, unused, genuine and sourced from the respective OEM or its authorised distributor.
(i) A duly signed self-declaration certificate, issued by the Bidder's Authorized Signatory, confirming unconditional acceptance of all terms, conditions, specifications, and requirements of the Tender Document.
(j) All other documents as sought in this Tender.
(k) Any other document as deemed necessary as per this Tender.

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

Annexures:

1. Annexure-I: Order of Ministry of Power, Govt. of India, No. 12/34/2020 - T&R, dated 24/12/2021.
2. Annexure-II: Order of Ministry of Power, Govt. of India, No. 25-10/72/2024-PG, dated 06/08/2025
3. Annexure-III: Guidelines of CEA for Cyber Security in Power Sector, 2021.
4. Annexure-IV: List of APGCL's current IT infrastructure for AMC and FMS Service.
5. Annexure-V: List of APGCL's current IT infrastructure for FMS Service.

ASSAM POWER GENERATION CORPORATION LIMITED

ANNEXURE-I

No. 12/34/2020-T&R
Government of India / Bharat Sarkar
Ministry of Power / Vidyut Mantralaya
(T&R Division)

"F" Wing, 2nd Floor, Nirman Bhawan,
New Delhi, Dated the 24th December, 2021.

ORDER

Subject: Testing of power system equipment for use in the Supply System and Network in the country for Cyber Security – reg.

Reference is invited to this Ministry's Order No.12/34/2020-T&R dated 8th June, 2021on the above mentioned subject. The above Order stands revised to the extent attached in Annexure 1 to Annexure 4.

2. The above Order dated 8th June, 2021, shall be applicable for imported products as listed in Annexure-1 for orders placed on or after 8th June 2021.

3. The subject order will be reviewed and updated as needed and the same will be notified as and when any changes / updates are implemented.

4. This issues with the approval of the competent authority.

Encl: Annexure 1 to 4.

(Ujjwal Kumar Sinha)
Deputy Secretary to the Govt. of India
Tel: 23063497

To

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. Secretary (Power/ Electricity), all State Governments & Union Territory Administration as per mailing list.
7. Chairman of all State Power Utilities as per mailing list.
8. CMDs of CPSEs/ Chairman. of DVC &BBMB/ MD, EESL/ DG, NPTI/ DG, CPRI/ DG, BEE
9. All ASs / JSs / EA, MoP

Copy to:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MoP for Power and NRE
3. PS to Hon'ble MoS for Power and Heavy Industries
4. Sr. PPS to Secretary (Power)

Annexure – 1

List of designated laboratories for cyber security conformance testing

Table -A. Field Equipment /Operational Technology (OT)

Sl. No.	Equipment	Communication Protocol Conformance Standards	Protocol Security Conformance Standards	Designated Laboratories
1	Remote Terminal Units (RTUs) / Feeder / Field RTUs (FRTUs)&PLCs with IEC communications protocols	IEC 60870-5 -101 / IEC 60870-5 -104 (Test Details-Annexure 2)	IEC 60870-5- 7 Security extension &IEC 62351 series (specifically IEC 62351-100 parts 1& 3) (Test Details Annexure-2)	Central Power Research Institute (CPRI), Prof Sir C V Raman Road, Sadashiva Nagar PO, Bengaluru - 560080, Karnataka
2	Intelligent Electronic Device (IED) / Equipment / Numerical Protection Relays / Bay Control Units / Bay Protection Units, Gateways, Transformer Tap controller/ changer with IEC 61850 communication protocol	IEC 61850-5 to IEC 61850-10 (Test Details-Annexure 2)		CPRI
3	Smart meters with IEC 62056communication protocols	IS 15959 series and IS 16444 series (Test details-Annexure 2)	IS 15959 series and IS 16444 series (Test Details Annexure 2)	1. CPRI 2. Electrical Research and Development Association (ERDA), ERDA Road, GIDC, Makarpura, Vadodara - 390 010 Gujarat 3. Yadav Measurements Pvt. Ltd. (YMPL) 373-375, RIICO Bhamashah Industrial Area Kaladwas 313003 Udaipur – Rajasthan

Information Technology (IT) Equipment (Main / Backup / Disaster recovery (DR) Control Centre / Substation control centre IT equipment)

All IT products procured /supplied shall have a valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA)

www.commoncriteriaportal.org

Import/procurement/supplied from vendors sourcing from prior reference countries, the Certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA.
https://www.commoncriteria-india.gov.in/



Details of tests for various identified products

Remote Terminal Units (RTUs)/ Feeder / Field RTUs (FRTUs) & PLC's (Sl. No. 1 of Table - A of Annexure - 1)

Test protocol:

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

Reference standards

l) IEC 60870-5-101 & IEC 60870-5-104 as applicable

2) IEC 60870-5-7 Telecontrol equipment and systems - Part 5-7: Transmission protocols - Security extensions to IEC 60870-5-101 and IEC 60870-5-104 protocols (applying IEC 62351)

3) IEC 62351-100-l & IEC 62351-100-3 and other cross referenced standards

Test cases

Extract from standard (IEC 62351-100-1)

The conformance test cases are divided into four clauses:

- Clause 5: Verification of configuration parameters. This clause contains the configuration parameters affecting the message contents and/or the protocol behaviour.
- Clause 6: Verification of communication. The goal of this clause is to verify that Device Under Test (DUT) is able to implement the security extension messages as described in IEC TS 60870-5- 7.
- Clause 7: Verification of procedures. The goal of this clause is to verify that DUT is able to execute the security extension procedures as described in IEC TS 62351-5.
- Clause 8: Test result chart. This clause contains the results of the test cases listed in Clauses 6 and 7 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered; their numbering syntax is: Sub clause number (where the Table is located) + test case number.

In the column 'reference' each test case has a direct reference to IEC TS 62351-5 or IEC TS 60870-5-7 where the clause under test is defined.

Test cases are mandatory depending on the description in the column 'Required'. The following situations are possible:

M= Mandatory test case. The test is referencing a clause that is mandatory in IEC TS 62351-5 or IEC TS 60870-5-7.

Protocol Information Conformance Statement (PICS) x, x = Mandatory test case if the functionality is enabled in the PICS (by marking the applicable check box), with a reference to the section number of the PICS (x.x).

Conformance testing of security extension procedures

The security extension procedures can be summarized as follows:

- User management
- Update key maintenance
- Session key maintenance
- Challenge/Reply authentication
- Aggressive Mode authentication

Extract from standard (IEC 62351-100-3)

IEC 62351-3 defines the requirements related to the authentication/encryption protocol, procedures and methods to be implemented at TCP/IP (transport) level.

The conformance test cases are divided into three clauses:

- Clause 5: Verification of configuration parameters. This clause contains the parameters specified by the standards referencing IEC 62351-3 (see IEC 62351-3:2014/AMD1:2018, Clause 7) and affecting the protocol behaviour.
- Clause 6: Verification of IEC 62351-3 requirements. The goal of this clause is to verify that DUT is conformant to the requirements of the IEC 62351-3.
- Clause 7: Test result chart. This clause contains the results of the test cases listed in Clause 6 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered, their numbering syntax is: Sub clause number (where the table is located) + test case number.

In the column 'Reference' each test case has a direct reference to IEC 62351-3 where the clause under test is defined. PICS or Protocol Implementation eXtra Information for Testing (PIXIT) could be found in the "Reference" column for some test cases whenever the execution of the test case shall take into account specific parameter values declared in the PICS or PIXIT of the DUT.

Test cases are mandatory depending on the description in the column 'Required'. The following situations are possible:

M = Mandatory test case. The test is referencing to a clause that is mandatory in IEC 62351-3.

PICS

or

PIXIT = Mandatory test case if the functionality is enabled in the PICS or PIXIT by marking the applicable check box or declaring the applicable value.



Annexure – 3

Testing Criteria

1) Supply from Trusted Sources

The sample size shall be as specified by CEA as per the approved criteria for Trusted Vendors

2) Supply from other than trusted vendors

For RTUs /FRTUs and IEDs, the sample size for testing shall be minimum one number from each make and having same firmware version for the supply lot size of 200 numbers or less. For every additional supply lot of upto 200 numbers, one sample having the same firmware version as that of the first lot shall be tested for randomly selected test cases. For smart meters, the sample size for testing shall be minimum one number from each make and having same firmware version for the supply lot size of 5000 numbers or less. For every additional supply lot of upto 5000 numbers, one sample having the same firmware version as that of the first lot shall be tested for randomly selected test cases. The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036, ISO / IEC 20243, IEC 62443 for verification.

After scrutiny of vendor's / manufacturer's proof and certifications the supplier / utilities shall be asked to submit product to the designated laboratory for communication and cyber security conformance testing. All certifications shall be valid as on the date of submission of samples for testing and product certifications / type test reports shall not be older than 5 years.

The entire supply lot shall stand rejected on failure of any sample drawn from the lot to comply with the test requirements.

3) Supply from prior reference countries

The utility shall obtain prior permission from the Government of India for importing the product / system from prior reference countries.

The sample size shall be 5% of the supply lot / ordered quantity (minimum one) from each make and having same firmware version for each supply lot shall be tested. The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036,ISO / IEC 20243, IEC 62443 for verification. All certifications shall be valid as on the date of submission of samples for testing and product certifications / type test reports shall not be older than 5 years.

After scrutiny of vendor's / manufacturer's proof and certifications the supplier / utilities shall be asked to submit product to the designated Government / Government controlled Autonomous laboratory for type tests (Annexure - 4) and for communication & cyber security conformance testing (Annexure 1 and Annexure 2).

The entire supply lot shall stand rejected on failure of any sample drawn from the lot to comply with the test requirements.



Annexure – 4

Type Tests

Products imported from prior reference countries shall also undergo type testing (one sample)as per following standards in addition to communication protocol and security conformance testing at the designated Government / Government controlled Autonomous laboratory:

Type test standards for RTUs/ FRTUs

1. IEC 60870-l-2 1989 Telecontrol equipment and systems. Part l: General considerations. Section Two: Guide for specifications.

2. IEC 60870-2-l:1995Telecontrol equipment and systems - Part 2; Operating conditions - Section l: Power supply and electromagnetic compatibility.

3. IEC 60870-2-21996 Telecontrol equipment and systems - Part 2: Operating conditions - Section 2: Environmental conditions (climatic, mechanical and other non-electrical influences).

4. IEC 60870-3: 1989 Telecontrol equipment and systems. Part 3: Interfaces (electrical characteristics)

Type test standard for IEDs / Numerical Protection Relays / Bay controls units

1. The applicable testing standards for Protection Relays, Sensors, Tap Changer Control, Bay Protection Units, Measurement Equipment is IEC60255-1 (Common Requirements), -21 (Vibration, Shock & Bump), -26 (Electromagnetic Compatibility) and – 27 (Safety) for Measurement Relays and Protection Equipment.

2. IEC 61850-3: 2013, Ed. 2 Communication networks and systems for power utility automation - Part 3: General requirements.

Type test standards for Smart meters

1. IS 16444: 2015 AC static direct connected watthour smart meter class 1 and 2 - Specification.

2. IS 16444 Part 2: 2017 AC static transformer operated watthour and var - Hour smart meters, class 0.2 S, 0.5 S and 1.0 S: Part 2 specification transformer operated smart meters.

Note:

1. All above referred standards shall be latest with amendments if any at the time of submission of sample(s) for testing.

2. Type tests generally covers functionality, environmental, mechanical, EMI/ EMC and electrical safety related tests.

3. All certifications shall be valid as on the date of submission of samples for testingand product certifications/type test reports shall not be older than 5 years.



ANNEXURE-II

No. 25-10/72/2024-PG
Government of India
Ministry of Power
(PG Desk)
****

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated the 06th August, 2025

ORDER

Subject: Testing of power system equipment for use in the Supply System and Network in the country for Cyber Security - reg.

Reference is invited to this Ministry's Order No.12/34/2020-T&R dated 24th December 2021 (copy enclosed) on the above-mentioned subject. The above Order stands amended to include products, whose smart and programmable components are imported and assembled in India, for use in the power System and Network.

2. The Order dated 06th August, 2025, shall be applicable for all products as listed in Annexure-1 for orders placed on or after 06th August, 2025

3. The subject order will be reviewed and updated as needed.

4. This issues with the approval of Competent Authority.

Encl: As above

(Deepak Rao)
Director
Tele No. 23354399

i. All Ministries/Departments of Government of India (As per list)
ii. Secretary (Coordination), Cabinet Secretariat, New Delhi
iii. Vice Chairman, NITI Aayog , New Delhi.
iv. Comptroller and Auditor General of India, New Delhi.
v. Chairperson, CEA , New Delhi
vi. Secretary (Power/ Electricity), all State Governments & Union Territory Administration as per mailing list.
vii. Chairman of all State Power Utilities as per mailing list.
viii. CMDs of CPSEs/ Chairman of DVC & BBMB/ MD, EESL/ DG, NPTI/ DG, CPRI/ DG, BEE.
ix. All ASs / JSs /CE, Ministry of Power, New Delhi

Copy to:

i. PS to Hon'ble PM, Prime Minister's Office
ii. PS to Hon'ble Minister of Power and Ministry of Housing and Urban Affairs.
iii. PS to Hon'ble Minister of State for Power.
iv. PPS to Secretary (Power).

ANNEXURE-III

File No.CEA-CH-13-12/4/2021-IT Division

भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
सूचना प्रौद्योगिकी एवं साइबर सुरक्षा प्रभाग
Information Technology & Cyber Security Division
****

विषय : CEA (Cyber Security in Power Sector) Guidelines, 2021.

CEA is mandated to prepare 'Guidelines on Cyber Security' in Power Sector under the provision of regulation (10) of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019. Guidelines on Cyber Security in Power Sector incorporating the cardinal principles has been prepared by CEA. In compliance to the provision of the above regulation, **CEA (Cyber Security in Power Sector) Guidelines, 2021** are issued for compliance by all entities listed in the clause 2.3 (Applicability of the Guidelines) of the guidelines.

Encl: Guidelines on Cyber Security

07/10/21
(V.K Mishra)
Secretary CEA

CEA (Cyber Security in Power Sector) Guidelines, 2021

1.0 Background

1.1 Cyber intrusion attempts and Cyber-attacks in any critical sector are carried out with a malicious intent. In Power Sector it's either to compromise the Power Supply System or to render the grid operation in-secure. Any such compromise, may result in mal-operations of equipments, equipment damages or even in a cascading grid brownout/blackout. The much hyped air gap myth between IT and OT Systems now stands shattered. The artificial air gap created by deploying firewalls between any IT and OT System can be jumped by any insider or an outsider through social engineering. Cyber-attacks are staged through tactics & techniques of Initial Access, Execution, Persistence, Privilege Escalation, Defence Evasion, Command and Control, Exfiltration. After gaining the entry inside the system through privilege escalation, the control of IT network and operations of OT systems can be taken over even remotely by any cyber adversary. The gain of sensitive operational data through such intrusions may help the Nation/State sponsored or non-sponsored adversaries and cyber attackers to design more sinister and advanced cyber-attacks.

1.2 Government of India has set up the Indian Computer Emergency Response Team (CERT-In) for Early Warning and Response to cyber security incidents and to have collaboration at National and International level for information sharing on mitigation of cyber threats. CERT-In regularly issues advisories on safeguarding computer systems and publishes Security Guidelines which are widely circulated for compliances. All Central Government Ministries/ Departments and State/Union Territory Governments have been advised to conduct cyber security audit of their entire Cyber Infrastructure including websites at regular interval through CERT-In empanelled Auditors so as to identify gaps and appropriate corrective actions to be taken in cyber security practices. CERT-In extends supports to enable Responsible Entity in conducting cyber security mock drills and in assessment of their preparation to withstand cyber-attacks. The Responsible Entity must submit Reports of Cyber Audit of cyber security controls, architecture, vulnerability management, network security and periodic cyber security drills to sectoral CERT as well as CERT-In. Team of experts shall review these reports and shortcomings if any in the compliances shall be flagged by them. CERT-In on regular basis also conducts workshops and training programs to enhance Cyber awareness of all Stakeholders.

1.3 Ministry of Power has created 6(six) sectoral CERTs namely Thermal, Hydro, Transmission, Grid Operation, RE and Distribution for ensuring cyber security in Indian Power Sector. Each Sectoral CERT has prepared their sub-sector specific model Cyber Crisis Management Plan(C-CMP) for countering cyber-attacks and cyber terrorism. Each Sectoral CERT has circulated their model C-CMPs for preparation and implementation of organization specific C-CMP by each of their Constituent Utility.

1.4 All Responsible Entities, Service Providers, Equipment Suppliers/Vendors and Consultants engaged in Power Sector are equally responsible for ensuring cyber security of the Indian Power Supply System. They are to act timely upon each threat intelligence,

advisories and other inputs received from authenticated sources, for continuous improvement in their cyber security posture.

1.5 In the current Indian scenario though many cyber security directives and guidelines exists, but none of them are power sector specific. Ministry of Power has directed CEA to prepare Regulation on Cyber Security in Power Sector. And as an interim measures CEA has been directed to issue Guideline on Cyber Security in Power Sector, under the provision of Regulation 10 on Cyber Security in the "Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019".

1.6 The Guidelines on Cyber Security, in the form of Articles written below, requires mandatory Compliance by all Responsible Entities. The Guidelines shall come into effect from the date of issue by Central Electricity Authority, New Delhi.

2.0 Hereby the Guidelines on Cyber Security are drawn in the form of Articles for compliance by the Requester as well as User under the following provision of Regulation 10 on Cyber Security, in the "Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019".

"The requester and the user shall comply with cyber security guidelines issued by the Central Government, from time to time, and the technical standards for communication system in Power Sector laid down by the Authority."

2.1 **Objective of issuing Guideline**:

a) Creating cyber security awareness
b) Creating a secure cyber ecosystem,
c) Creating a cyber-assurance framework,
d) Strengthening the regulatory framework,
e) Creating mechanisms for security threat early warning, vulnerability management and response to security threats,
f) Securing remote operations and services,
g) Protection and resilience of critical information infrastructure,
h) Reducing cyber supply chain risks,
i) Encouraging use of open standards,
j) Promotion of research and development in cyber security,
k) Human resource development in the domain of Cyber Security,
l) Developing effective public private partnerships,
m) Information sharing and cooperation
n) Operationalization of the National Cyber Security Policy

2.2 Within the text of these Articles, '**Responsible Entity'** shall mean all:

a) Transmission Utilities as well as Transmission Licensees,
b) Load despatch centres (State, Regional and National),
c) Generation utilities (Hydro, Thermal, Nuclear, RE),
d) Distribution Utilities
e) Generation Aggregators,
f) Trading Exchanges,
g) Regional Power Committees, and
h) Regulatory Commissions.

2.3 **Applicability:**

All Responsible Entities as well as System Integrators, Equipment Manufacturers, Suppliers/Vendors, Service Providers, IT Hardware and Software OEMs engaged in the Indian Power Supply System.

2.4 **Scope:**

2.4.1 **Control Systems for System Operation and Operation Management.**

a) Grid Control and Management Systems,
b) Power Plant Control Systems,
c) Central Systems used to monitor and control of distributed generation and loads e.g. virtual power plants, storage management, central control rooms for hydroelectric plants, photovoltaic/wind power installations,
d) Systems for fault management and work force management,
e) Metering and measurement management systems,
f) Data archiving systems,
g) Parameterisation, configuration and programming systems,
h) Supporting systems required for operation of the above mentioned systems,

2.4.2 **Communication System.**

a) Routers switches and firewalls,
b) Communication technology-related network components,
c) Wireless digital systems.
d) Control Centre to Control Centre Communications for data exchange on ICCP. **(IEC 61850/60850-5/TASE.2/)**

2.4.3 **Secondary, Automation and Tele control technologies**

a) Control and Automation components,
b) Control and field devices,
c) Tele control devices,
d) Programmable logic controllers / Remote Terminal Units, including digital sensor and actuators elements,
e) Protection devices,
f) Safety components,
g) Digital measurement and metering installations,
h) Synchronisation devices,
i) Excitation Systems,

3.0 Definition of Terms:

1. **Access Management**: shall mean set of policies and procedures of the Responsible Entity for allowing Personnel, devices and IoT to securely perform a broad range of operational, maintenance, and asset management tasks either on site or remotely as laid down in Clause 5.2.5 of IS 16335.
2. **Accreditation:** shall mean the process of verifying that an organisation is capable of conducting the tests and assessments against a product/process that are required to be certified.

3. **Accreditation Body:** shall mean an organisation that has been accredited to verify the credentials and capabilities of the organisations that wish to become a certification body.
4. **Act:** shall mean the Information Technology Act, 2000 (21 of 2000)
5. **Asset**: shall mean anything that has value to the organization.
6. **Certification:** shall mean the process of verifying that a product has been manufactured in conformance with a set of predefined standards and/or regulations by an organisation, that is accredited to conduct the certification process
7. **Certification Body:** shall mean an organisation that has been accredited by an accreditation body to certify products / process against a certification scheme.
8. **Certification Scheme:** shall mean the processes, paperwork, tools, and documentation that define how a product or manufacturer is certified
9. **Chief Information Security Officer:** shall means the designated employee of Senior management level directly reporting to Managing Director/Chief Executive Officer/Secretary of the Responsible Entity, having knowledge of Information Security and related issues, responsible for cyber security efforts and initiatives including planning, developing, maintaining, reviewing and implementation of Information Security Policies
10. **Critical Assets:** shall mean the facilities, systems and equipment which, if destroyed, degraded or otherwise declared unavailable, would affect the reliability or operability of the Power Supply System.
11. **Critical System:** shall mean cyber assets essential to the reliable operation of critical asset. Critical System consists of those cyber assets that have at least one of the following characteristics:
    a) The cyber asset uses a routable protocol to communicate outside the electronic security perimeter.
    b) The cyber asset uses a routable protocol within a control centre.
    c) The cyber asset is dial-up accessible.
12. **Critical Information Infrastructure*:*** shall mean Critical Information Infrastructure as defined in explanation of sub-section (1) of Section 70 of the Act.
13. **Cyber Assets**: shall mean the programmable electronic devices, including the hardware, software and data in those devices that are connected over a network, such as LAN, WAN and HAN.
14. **Cyber Crisis Management Plan:** shall mean a framework for dealing with cyber related incidents for a coordinated, multi-disciplinary and broad-based approach for rapid identification, information exchange, swift response and remedial actions to mitigate and recover from malicious cyber related incidents impacting critical processes.
15. **Cyber Security Breach**: shall mean any cyber incident or cyber security violation that results in unauthorized or illegitimate access or use by a person as well as an entity, of data, applications, services, networks and/or devices through bypass of the underlying cyber security protocols, policies and mechanisms resulting in the compromise of the confidentiality, integrity or availability of data/information maintained in a computer resource or cyber asset.
16. **Cyber Security Incident:** shall mean any real or suspected adverse cyber security event that violates, explicitly or implicitly, cyber security policy of Responsible Entity resulting in unauthorized access, denial of service or disruption, unauthorized use of computer resource for processing or storage of information or changes to data or information

without authorization, leading to harm to the power grid or its critical sub-sectoral elements Generation, Transmission and Distribution.

17. **Cyber Security Policy:** shall mean documented set of business rules and processes for protecting information, computer resources, networks, devices, Industrial Control Systems and other OT resources.
18. **Electronic Security Perimeter:** shall mean the logical border surrounding a network to which the Cyber Systems of Power Supply System are connected using a routable protocol.
19. **Information Security Division:** shall mean a division accountable for cyber security and protection of the Critical System of the Responsible Entity.
20. **Protected System:** shall mean any computer, computer system or computer network of the Responsible Entity notified under section 70 of the Act, in the official gazette by appropriate Government.
21. **Security Architecture:** shall mean a framework and guidance to implement and operate a system using the appropriate security controls with the goal to maintain the system's quality attributes like confidentiality, integrity, availability, accountability and assurance.
22. **Vulnerability:** shall mean intrinsic properties of something resulting in susceptibility to a risk source that can lead to an event with a consequence
23. **Vulnerability Assessment:** shall mean a process of identifying and quantifying vulnerabilities

4.0 Standards

Reference	Description
ISO/IEC 15408	Common Criteria Certification Standard
ISO/IEC 17011	General requirements for accreditation bodies accrediting conformity assessment bodies
ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories
ISO/IEC 21827	Systems Security Engineering - Capability Maturity Model (SSE-CMM)
ISO/IEC 24748-1	Systems and software engineering — Life cycle management — Part 1: Guidelines for life cycle management.
ISO 27001/2	Information Security Management
ISO/ IEC 27019	Information technology — Security techniques — Information Security controls for the energy utility industry
ISO/IEC 61508	Functional Safety of Electrical / Electronic / Programmable Electronic Safety-related Systems
IEC 61850	Communication networks and systems for power utility automation
IEC 62351	Standards for Securing Power System Communications
IEC 62443	Cyber Security for Industrial Control Systems
IS 16335	Power Control Systems – Security Requirements.

5.0 Abbreviations

Abbreviations		Description
a)	BES	Bulk Electric System

b)	CDAC	Centre for Development of Advanced Computing
c)	CEA	Central Electricity Authority
d)	CERC	Central Electricity Regulatory Commission
e)	CERT	Computer Emergency Response Team
f)	CERT-In	Indian Computer Emergency Response Team
g)	CII	Critical Information Infrastructure
h)	CISO	Chief Information Security Officer
i)	CSK	Cyber Swachhta Kendra
j)	COTS	Commercial off-the Shelf
k)	ESP	Electronic Security perimeter
l)	ICS	Industrial Control Systems
m)	ICT	Information and Communications Technology
n)	IEC	International Electro Technical Commission
o)	ISAC	Information Sharing and Analysis Centre
p)	ISD	Information Security Division
q)	ISO	International Organization for Standardization
r)	ISMS	Information Security Management System
s)	IT	Information Technology
t)	FAT	Factory Acceptance Test
u)	NABL	National Accreditation Board for Testing and Calibration Laboratories
v)	NCIIPC	National Critical Information Infrastructure Protection Centre
w)	NLDC	National Load Dispatch Centre
x)	NPTI	National Power Training Institute
y)	NSCS	National Security Council Secretariat
z)	OEM	Original Equipment Manufacturer
aa)	OT	Operational Technology
bb)	RLDC	Regional Load Dispatch Centres
cc)	SAT	Site Acceptance Test
dd)	SERC	State Electricity Regulatory Commission
ee)	SCADA	Supervisory Control and Data Acquisition Systems
ff)	SIEM	Security Information and Event Management
gg)	SLA	Service Level Agreement
hh)	SLDC	State Load Dispatch Centre
ii)	QCI	Quality Council of India

CEA (Cyber Security in Power Sector) Guidelines, 2021

Article 1. Cyber Security Policy.

a. **Cardinal Principles: The Responsible entity will strictly adhere to following cardinal principles while framing cyber security policy:**

i. There is hard isolation of their OT Systems from any internet facing IT system.
ii. May keep only one of their IT systems with internet facing at any of their site/location if required which is isolated from all OT zones and kept in a separate room under the security and control of CISO.
iii. Downloading/Uploading of any data/information from their internet facing IT system is done only through an identifiable whitelisted device followed by scanning of both for any vulnerability/malware as per the SOP laid down and for all such activities digital logs are maintained and retained under the custody of CISO for at least 6 months. The log shall be readily to carry out the forensic analysis if asked by investigation agency.
iv. List of whitelisted IP addresses for each firewall is maintained by CISO and each firewall is configured for allowing communication with the whitelisted IP addresses only.
v. Communication between OT equipment/systems is done through the secure channel preferably of POWERTEL through the fibre optic cable. Security configuration of the communication channel is also to be ensured.
vi. All ICT based equipment/system deployed in infrastructure/system mandatorily CII are sourced from the list of the "Trusted Sources" as and when drawn by MoP/CEA.

b. The Responsible Entity shall be ISO/IEC 27001 certified (including sector specific controls as per ISO/IEC 27019).
c. The Responsible Entity shall have a Cyber Security Policy drawn upon the guidelines issued by NCIIPC.
d. The Responsible Entity shall ensure annual review of their Cyber Security Policy by subject matter expert and changes shall be made therein only after obtaining the due approval from Board of Directors.
e. The process of Access Management for all Cyber Assets owned or under control of the Responsible Entity shall be detailed in the Cyber Security Policy.
f. The Cyber Security Policy shall leverage state-of-art cyber security technologies and relevant processes at multiple layers to mitigate the cyber security risks.
g. The Responsible Entity shall be solely responsible to get Cyber Security Policy implemented through its Information Security Division (ISD).
h. The CISO shall record the reason(s) for exemption required, if any, in case, unable to comply with any of the provision(s) of the Cyber Security Policy. Any exception shall be allowed only after an approval of provisions of compensatory control(s) to mitigate residual cyber security risks.

i. The CISO shall record the exemptions sought in statement of applicability controls, while getting the ISO 27001 certified. All exemptions and its justification need to be in conformance with Cyber Security Policy of the Responsible Entity.
j. The Responsible Entity shall allocate sufficient Annual budget for enhancing cyber security posture, enhanced year over year.
k. The Responsible Entity shall work in collaboration with other Industry Stakeholders as well as Academia to promote R&D activity in the domain of cyber security.
l. The Responsible Entity shall ensure that cyber security issues are taken up as agenda items in their Board meetings once in every three months.

Article 2 Appointment of CISO.

a) The Responsible Entity shall mandatorily appoint a CISO and shall confirm to qualification, if any, **laid** by Quality Council of India (QCI). In absence, the work of CISO shall be looked upon by Alternate CISO. In case qualification for appointment of Alternate CISO has been relaxed for reasons recorded thereof, Alternate CISO has to mandatorily acquire the minimum required cyber security skill sets within six months from the date of his appointment.
b) The Responsible Entity shall regularly update details of CISO and Alternate CISO, with the Sectoral CERT, as well as on ISAC-Power Portal.
c) Roles and Responsibility of CISOs shall be as laid by CERT-In and ring-fenced to ensure cyber security of the Cyber Assets of the Responsible Entity.

Article 3: Identification of Critical Information Infrastructure (CII).

a) The Responsible Entity shall submit to NCIIPC through Sectoral CERT, details of Cyber Assets which uses a routable protocol to communicate outside the Electronic Security Perimeter drawn by the Responsible Entity or a routable protocol within a control centre and dial-up accessible Cyber Assets, within 30 days from the date of their commissioning in the System.
b) The Responsible Entity shall submit details of Critical Business Processes and underlying information infrastructure along with mapped impact and Risk Profile to NCIIPC and shall get their CIIs identified in consultation with NCIIPC. The process of the notification/declaration by Appropriate Government shall follow thereafter.
c) The Responsible Entity shall review their declared/notified CIIs at least once a year to examine changes if any in the functional dependencies, protocols and technologies or upon any change in security architecture. The Responsible Entity shall review their declared/notified CIIs once in every 6 months, in case if NCIIPC has directed them to constitute an Information Security Steering Committee.
d) The Responsible Entity shall ensure that all cyber assets of their identified/notified CIIs are recorded in the asset register and considered for risk assessment as well as for finalization of controls in statement of applicability.

Article 4. Electronic Security Perimeter

a) The Responsible Entity shall identify and document the Electronic Security Perimeter(s) and all Access Points to the perimeter(s).

b) The Responsible Entity shall follow procedure of identifying "Electronic Security Perimeter" in case of distributed and/or hybrid information infrastructure, as per IEC 62443 / IS16335 (as amended from time to time).
c) The Responsible Entity shall ensure that every Critical System resides within an Electronic Security Perimeter.
d) The Responsible Entity shall perform a cyber-Vulnerability Assessment of each electronic Access Points to the Electronic Security Perimeter(s) at least once in every 6 (six) months and/or after any change in Security Architecture.
e) The Responsible Entity shall ensure that all critical, high and medium vulnerabilities identified as a result of cyber Vulnerability Assessment shall be closed and verified for the effective closure.

Article 5. Cyber Security Requirements

a) The Responsible Entity shall have an Information Security Division (ISD), headed by CISO.
b) The Responsible Entity shall ensure that the ISD must be functional on 24x7x365 basis and is manned by sufficient numbers of Engineers having valid certificate of successful completion of course on cyber security of Power Sector from the Training Institutes designated by CEA.
c) The Responsible Entity shall ensure that ISD
   1) has on-boarded Cyber Swachhta Kendra(CSK) of CERT-In, if they have public IPs.
   2) has timely acted upon the advisories, guidelines and directive of NCIIPC, CSK, CERT-In and Sectoral CERTs,
   3) has deployed an Intrusion Detection System and Intrusion Prevention System capable of identifying behavioural anomaly in both IT as well as OT Systems.
   4) shares reports on incident response and targeted malware samples with CERT-In,
   5) updates the firmware/software with the digitally signed OEM validated patches only.
   6) enables only those ports and services that are required for normal operations. In case of any emergency the procedure as laid in Access management be followed.
   7) maintains firewall logs for the last 6 months duration. Firewall logs shall be analysed and all critical and high severity comments shall be addressed for effective closure.
   8) retains document of FAT, SAT test results and report/ certificate of cyber tests carried out for compliance of Government Orders and Cyber Security Audit.*
   9) maintains all cyber logs and cyber forensic records of any incident for at least** 90 days.

      * FAT, SAT must include comprehensive cyber security tests of the component/equipment/system to be delivered/delivered at site.
      ** 90 days from date of the commissioning of the system/recovery from any incident, whichever is later.

d) The Responsible Entity shall routinely audit and test security properties of the Critical System and must act upon, in case if any new vulnerabilities is identified through testing or by the equipment manufacturer.

e) The Responsible Entity shall design a secure architecture for control system appropriate for their process control environment*.
f) All State Load Dispatch Centres(SLDCs) shall comply with the directions issued by the National Load Dispatch Centre(NLDC) as well as Regional Load Dispatch Centres(RLDCs) U/s 29 (1) of the Electricity Act, 2003 to ensure stability and cyber security of grid operation and achieve efficiency in the grid operation. In case of any non-compliance, the Head of SLDC shall be responsible and shall be liable for Penalty as per the provision of CERC/SERC.

*There are so many different types of systems in existence and so many possible solutions, it is important that the selection process ensures that the level of protection is commensurate with the business risk and the Responsible Entity shall not rely on one single security measure for its defence. *(Reference IEC/TR62351-10* Edition1.0 2012-10 *Power systems management and associated information exchange –Data and communications security – Part 10: Security architecture guidelines).*

Article 6 Cyber Risk Assessment and Mitigation Plan

a) The Responsible Entity shall document in their Cyber Security Policy a Cyber Risk Assessment and Mitigation Plans drawn upon the best practises being followed in the Power Sector, and the same shall be approved by Board of Directors.
b) The Cyber Risk Assessment and Mitigation Plans shall clearly define the matrix for assessing the cyber risk of both IT and OT environment and risk acceptance criteria.
c) The Cyber Risk Assessment Plan shall be capable to demonstrate that repeated cyber security risk assessment delivers consistent, valid and comparable results.
d) The review of cyber risk assessment shall be carried out at least once in a Quarter. The actionable of risk treatment and mitigation shall be tracked in this review for their effectiveness.
e) The CISO shall be responsible for implementation and regular review, on the basis of internal and external feedbacks, of the Cyber Risk Assessment and Mitigation Plans.

Article 7 Phasing out of Legacy System

a) As the life cycle of the Power System Equipment/System is longer than that of IT Systems deployed therein, the Responsible Entity shall ensure that all IT technologies in the Power System Equipment/System should have the ability to be upgraded.
b) The Responsible Entity shall ensure that the Information Security Division shall draw the list of all communicable equipments/systems nearing end life or are left without support from OEM. Thereafter CISO shall identify equipment/systems to be phased out from the list drawn, firm up their replacement plan and put up the replacement plan for approval before the Board of Directors.
c) The CISO shall ensure that till equipments/systems nearing end life or left without support from OEM are not replaced, their cyber security is hardened and ensured through additional controls provisioned in consultation with the OEM or alternate Supplier(s)*.
*e.g. Use of CDAC developed AppSamvid and whitelisting of applications installed may be explored across all legacy systems.
d) The Responsible Entity shall document in their Cyber Security Policy a Standard Operating Procedure for safe and secure disposal of outlived or legacy devices.

Article 8. Cyber Security Training.

a) The Responsible Entity shall establish, document, implement, and maintain an annual cyber security training program for personnel having authorized cyber or authorized physical access (unescorted or escorted) to their Critical Systems.
b) The Responsible Entity shall review annually their cyber security training program and shall update it whenever necessary. Annual Review shall record evaluation of the effectiveness of the trainings held.
c) The Responsible Entity shall ensure that Cyber Security training program designed for their IT as well as OT O&M Personnel must include following topics and as per their functional requirements and security concerns additional topics shall be added:
    1) User authentication and authorization.
    2) Cyber Security and Protection mechanisms of IT/OT/ICS Systems.
    3) Introduction to various standards i.e. ISO/IEC:15408, ISO/IEC:24748-1, ISO: 27001, ISO: 27002, ISO 27019, IS 16335, IEC/ISO:62443.
    4) Training on implementation of ISO/IEC 27001 and awareness on IEC 62443.
    5) Vulnerability Assessment in the Critical System.
    6) Monitoring and preserving of electronic logs of access of Critical Assets.
    7) Detecting cyber-attacks on SCADA and ICS systems
    8) The handling of Critical System during cyber crisis.
    9) Action plans and procedures to recover or re-establish normal functioning of Critical Assets and access thereto following a Cyber Security Incident.
    10) Hands on SCADA operation at any of the Regional Load Dispatch Centre.
    11) Handling of risks involved in the procurement of COTS Products.

d) All Personnel engaged in O&M of IT & OT Systems shall mandatorily undergo courses on cyber security of Power Sector from any of the training institute designated by CEA, immediately within 90 days from the notification of CEA Guidelines on Cyber Security in Power Sector.
e) The Responsible Entity shall ensure that none of their newly hired or the current Personnel have access to the Critical System, prior to the satisfactory completion of cyber security training programme from the Training Institutes designated in India, except in specified circumstances such as cyber crisis or an emergency.
f) NPTI in consultation with CEA shall identify and design domain specific courses on Cyber Security for different target groups. The "Governing Board for PSO Training and Certification" shall approve the content, duration etc of these courses and shall review it Annually. NPTI shall conduct these courses at all of their branches on regular basis and shall maintain the list of the Participants successfully completing the course.

Article 9 Cyber Supply Chain Risk Management

a) The Responsible Entity shall ensure that, as and when Ministry of Power, Government of India notifies the Model Contractual Clauses on cyber security, these clauses are included in their every Bid invited for procurement of any ICT based components/equipments/System to be used for Power System.
b) The Responsible Entity shall ensure that all the Communicable Intelligent Equipments and the Service Level Agreements (SLAs) for their Critical Systems shall be sourced from the list of the "Trusted Sources" as and when drawn by MoP/CEA.

c) The Responsible Entity shall ensure that, in case, for the any Communicable Intelligent Devices, if no Trusted Source has been identified, then the successful bidder in compliance with the provisions made in MoP order dated 2.7.2020 and any other relevant MoP order has got the product cyber tested for any kind of embedded malware/Trojan/cyber threat and for adherence to Indian Standards at the designated lab.

d) The Responsible Entity shall ensure that the essential cyber security tests are carried out successfully during FAT, SAT as detailed in **Annexure A.** The equipment/System besides for functionality shall also be tested in the factory for vulnerabilities, design flaws, parts being counterfeit or tainted, so as to minimize problems during on-site-testing and installation. Cyber Security Conformance Testing are to be carried out in the designated Lab as listed in **Annexure-I of MoP Order No. 12/13/2020-T&R dt. 8th June, 2021(Order at Annexure-B).**

e) The Responsible Entity shall ensure that the Equipment/System supplied by the successful bidder shall accompany with a certificate[$, #] obtained by OEM from a certification body accredited to assess devices and process for conformances to IEC 62443-4 standards during design and manufacture. The Responsible Entity shall accept the certificate submitted along with the supplied Equipment/System only if it's in line with the Testing Protocol as notified by Ministry of Power, Government of India, from time to time.

f) The Responsible Entity in compliance to the requirement of Article 9(e) shall also accept, till the setting up of an adequate certification facility in the India, a digitally signed self-declaration of conformance to the IEC 62443-4 standards during design and manufacture of the equipment/system, if submitted by the OEM.

g) The Responsible Entity shall dispose all unserviceable or obsolete Communicable Intelligent Devices as per the procedure laid in their Cyber Risk Assessment and Mitigation Plans which shall be in line with the prevailing best practices.

$ The National & International certification may be specified in the tender for critical systems/sub-systems being procured by the Responsible Entity.

\# Certification Schemes:
Embedded Device Security Assurance Certification is for an individual product,
System Security Assurance Certification is for a set of products in a system (possibly from different vendors)
Security Development Lifecycle Assurance Certification is for the development processes that a manufacturer uses for developing products.

Article 10 Cyber Security Incident Report and Response Plan

a) The CISO of the Responsible Entity shall report in the formats prescribed by CERT-In, all Cyber Security Incidents, classified as reportable events.

b) Root cause analysis for all reportable events shall be carried out and corrective action taken, so as to ensure that any re-occurrence of such event can be managed with ease.

c) The Responsible Entity shall mandatorily define in their Cyber Security Policy, criteria(s) identified on the basis of impact analysis, for declaring the occurrence of

Cyber Security Incident(s) as a Cyber Crisis in the System owned or controlled by them.

d) The Responsible Entity shall mandatorily designate an Officer along with his/her standby by name and designation and empower them to declare an occurrence of the incident(s) as "Cyber Crisis". The contact details of these Officers shall be updated in the C-CMP within 15 days of changes if any due to transfer or superannuation etc.
e) The CISO shall ensure that during any Cyber Security Incident, ISD monitors and minutely records every details of cyber security events and incidents in both IT as well as the OT System owned or controlled by the Responsible Entity.
f) The CISO shall ensure that each cyber incident is handled strictly as per Cyber Security Incident Response Plan detailed in the latest C-CMP approved by the Board of Directors.
g) The Responsible Entity shall ensure that the efficacy of the Cyber Security Incident Response Plan is tested annually through mock drill(s) carried out, if feasible, as simulation exercise(s) or as table top exercise(s) with wider participation of their employees, in consultation with CERT-In and sectoral CERT. In case if any shortcoming is observed in the Cyber Security Incident Response Plan suitable changes shall be made in it.
h) The Responsible Entity shall ensure that the CISO compiles details of incident detection, incident handling, learnings from each incident and damage claims made if any and shall report to CERT-In as well as upload information on ISAC-Power Portal.

Article 11 Cyber Crisis Management Plan(C-CMP)

a) The Responsible Entity shall prepare a Cyber Crisis Management Plan and submit to their sectoral-CERT for review with intimation to Ministry of Power/CISO-MoP. Responsible Entity shall update their C-CMP on the basis of comments made by sectoral-CERT and then submit for vetting to CERT-In. The C-CMP shall be updated once again to include the observations made by CERT-In before seeking approval of Board of Directors for implementation of C-CMP.
b) The Responsible Entity shall ensure that the C-CMP is reviewed at least annually. The CISO shall ensure that all changes are made in C-CMP only with the due approval of Board of Directors and the changes made in C-CMP have been communicated through a verifiable means to all the concerned Personnel of the Responsible Entity.
c) The CISOs shall be the custodian of all the cyber security related documents including Cyber Crisis Management Plan, Risk Treatment Plan, Statement of Applicability of controls, and compliance to regulator's requirement.
d) The CISO shall be accountable for ensuring enforcement of C-CMP by Information Security Division of the Responsible Entity, during a cyber-crisis, as and when declared by the designated Officer. (refer Article 10(d))

Article 12: Sabotage Reporting%

a) The Responsible Entity shall incorporate procedure for identifying and reporting of sabotage in their Cyber Security Policy within 30 days from issue of the Guidelines, or grant of licence under the appropriate legal provisions to the Responsible Entity.
b) The CISO shall be held liable for non-reporting of identified sabotage(s) as per procedure laid for identifying and reporting of sabotage in the Cyber Security Policy of the Responsible Entity.

c) The CISO shall prepare a detailed report on disturbances or unusual occurrences, identified, suspected or determined to be caused by sabotage in the Critical System of the Responsible Entity, and shall submit the report to the Sectoral CERT as well as to CERT-In within 24 hours of its occurrence.
d) The CISO shall submit to NCIIPC within 24 hours of occurrence the report on every sabotage classified as cyber incidents(s) on "Protected System".
e) The CISO upon occurrence on every sabotage shall take custody of all log records as well as digital forensic records of affected Cyber Assets, Intrusion Detection System, Intrusion Protection System, SIEM and shall preserve them for at least 90 days and shall make them available as and when called upon for investigation by the concerned Agencies.

%Disturbances or unusual occurrences, suspected or determined to be caused by sabotage.
Sabotage e.g. can be a forced intrusion in un-manned/manned facility and taking control of operation of Critical System through a communicating device.

Article 13 Security and Testing of Cyber Assets

a) The Responsible Entity shall ensure security of all in-service phase as well as standby Cyber Assets through regular firmware/Software updates and patching, Vulnerability management, Penetration testing (of combined installations), securing configuration, supplementing security controls. CISO shall maintain details of update version of each firmware and software and their certification if received from OEMs.
b) The Responsible Entity shall carry out regularly Vulnerability Assessment of all Cyber Assets owned or under their control. If a Cyber Asset is found vulnerable to any exploits or upon any patch updates or major configuration changes, then further Penetration Testing may be carried out offline or in a suitably configured laboratory test-bed to determine other vulnerabilities that may have not been identified so far.
c) The Responsible Entity shall specify security requirement and evaluation criteria during each phase of their procurement Process.
d) The Responsible Entity shall ensure that all Cyber Assets being procured shall conform to the type tests as mentioned in the specification for type testing listed in the bid document. Type test reports of tests conducted in NABL accredited Labs or internationally accredited labs (with in last 5 years from the date of bid opening) shall be mandated to be submitted along with bid. In case, the submitted Type Test reports are not as per specification, the re-tests shall be conducted without any cost implication to the Responsible Entity.
e) The Responsible Entity shall ensure that all Communicable devices are tested for communication protocol as per the ISO/IEC/IS standards listed in **MoP Order No. 12/13/2020-T&R dated 8th June, 2021(Annexure-B).**
f) The Responsible Entity shall ensure that all Critical Systems designed with Open Source Software are adequately cyber secured.
g) The Responsible Entity as a best practise upon any incidence of Cyber Security Breach shall carry out cyber security tests at any lab designated for cyber testing by Ministry of Power. These tests shall be similar to Pre Commissioning Security Test and those essential for carrying out Post Incident Forensics Analysis.

Article 14 Cyber Security Audit

a) The Responsible Entity shall implement Information Security Management System (ISMS) covering all its Critical Systems.
b) The Responsible Entity shall through a CERT-In Empanelled Cyber Security OT Auditor shall get their IT as well as OT System audited at least once in every 6 (six) months and shall close all critical and high vulnerabilities within a period of one month and medium as well as low non-conformity before the next audit. Effective closure of all non-conformities shall be verified during the next audit.
c) The Cyber Security Audit shall be as per ISO/IEC 27001 along with sector specific standard ISO/IEC 27019, IS 16335 and other guidelines issued by appropriate Authority if any. These mentioned standards shall be current with all amendments if any and in case if any standard is superseded, the new standard shall be applicable. CISO shall ensure immediate closure of non-conformance, based on the criticality and by means all non-conformances are to be closed before the next audit.
d) The Responsible Entity shall ensure that CISO has all the required systems and documents in place, as mandated by NSCS for base line cyber security audit.

FAT & SAT

1. During FAT stage, the customer has to verify all types test reports / certificates including Communication protocol and security conformance tests of the devices offered for FAT.
2. FAT of SCADA involves testing as a whole system in the integrated scale down set up. For SCADA, Indian standard IS 15953: 2011 "SCADA System for Power System Applications" provides definition and guidelines for the specification, performance analysis and application of SCADA systems for use in electrical utilities (for transmission & Distribution) including guidance on Tests and inspections.
3. The SAT will be done at customer site as per the SAT document mutually agreed by buyer and supplier. For SAT also, guidance from IS 15953: 2011need to be applied.
4. IEC 61850-10-3 Communication Networks and Systems For Power Utility Automation-Functional testing of IEC 61850 systems (in draft stage - CDTR) covers testing of applications within substations covering

    a. A methodical approach to the verification and validation of a substation solution
    b. The use of IEC 61850 resources for testing in Edition 2.1
    c. Recommended testing practices for different use cases
    d. Definition of the process for testing of IEC 61850 based devices and systems using communications instead of hard wired system interfaces (ex. GOOSE and SV instead of hardwired interfaces)
    e. Use cases related to protection and control functions verification and testing.

    This standard may be used as a guidelines for FAT & SAT for Substation Automation System (SAS) based on IEC 61850.

Annexure - B

Annexure – 1

List of designated laboratories for cyber security conformance testing

Table -A. Field Equipment /Operational Technology (OT)

Sl. No.	Equipment	Communication Protocol Conformance Standards	Protocol Security Conformance Standards	Designated Laboratories
1	Remote Terminal Units (RTUs) & PLCs with IEC communications protocols	IEC 60870-5 -101 / IEC 60870-5 -104 (Test Details Annexure 2)	IEC 60870-5- 7 Security extension & IEC 62351 series (specifically IEC 62351-100 parts 1 & 3) (Test Details Annexure-2	Central Power Research Institute (CPRI), Prof Sir C V Raman Road, Sadashivanagar P O, Bengaluru – 560080, Karnataka
2	Intelligent Electronic Equipment / Numerical Protection Relays / Bay Control Units / Bay Protection Units, Gateways, Transformer Tap controller/ changer, etc. with IEC 61850 communication protocol	IEC 61850 – 5 to IEC 61850 – 10 (Test Details Annexure 2)		CPRI
3	Smart meters with IEC 62056 communication protocols	IEC 62056 series / DLMS & IS 15959 series and IS 16444 series (Test details Annexure 2)	IEC 62056 series / DLMS & IS 15959 series and IS 16444 series (Test Details Annexure 2)	1. CPRI 2. Electrical Research and Development Association (ERDA), ERDA Road, GIDC, Makarpura, Vadodara - 390 010 Gujarat 3. Yadav Measurements Pvt. Ltd. (YMPL) 373-375, RIICO Bhamashah Industrial Area Kaladwas 313003 Udaipur – Rajasthan

Information Technology (IT) Equipment (Main / Backup / Disaster recovery (DR) Control Centre / Substation control centre IT equipment)

All IT products procured /supplied shall have a valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA) (www.commoncriteriaportal.org).

Import/procurement/supplied from vendors sourcing from prior reference countries, the Certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA.

https://www.commoncriteria-india.gov.in/

Annexure - 2

Details of tests for various identified products

Remote Terminal Units (RTUs) (Sl. No. 1 of Table – A of Annexure – 1)

Test protocol:

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

Reference standards

1) IEC 60870-5-101 & IEC 60870-5-104 as applicable

2) IEC 60870-5-7 Telecontrol equipment and systems - Part 5-7: Transmission protocols - Security extensions to IEC 60870-5-101 and IEC 60870-5-104 protocols (applying IEC 62351)

3) IEC 62351-100-1 & IEC 62351-100-3 and other cross referenced standards.

Test cases

Extract from standard (IEC 62351-100-1)

The conformance test cases are divided into four clauses:

- Clause 5: Verification of configuration parameters. This clause contains the configuration parameters affecting the message contents and/or the protocol behaviour.
- Clause 6: Verification of communication. The goal of this clause is to verify that Device Under Test (DUT) is able to implement the security extension messages as described in IEC TS 60870-5-7.
- Clause 7: Verification of procedures. The goal of this clause is to verify that DUT is able to execute the security extension procedures as described in IEC TS 62351-5.
- Clause 8: Test result chart. This clause contains the results of the test cases listed in Clauses 6 and 7 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered; their numbering syntax is: Subclause number (where the Table is located) + test case number.

In the column 'reference' each test case has a direct reference to IEC TS 62351-5 or IEC TS 60870-5-7 where the clause under test is defined.

Test cases are mandatory depending on the description in the column 'Required'. The following situations are possible:

M= Mandatory test case. The test is referencing a clause that is mandatory in IEC TS 62351-5 or IEC TS 60870-5-7.

Protocol Information Conformance Statement (PICS) x, x = Mandatory test case if the functionality is enabled in the PICS (by marking the applicable check box), with a reference to the section number of the PICS (x.x).

Conformance testing of security extension procedures

The security extension procedures can be summarized as follows:

- User management
- Update key maintenance
- Session key maintenance
- Challenge/Reply authentication
- Aggressive Mode authentication

Extract from standard (IEC 62351-100-3)

IEC 62351-3 defines the requirements related to the authentication/encryption protocol, procedures and methods to be implemented at TCP/IP (transport) level.

The conformance test cases are divided into three clauses:

- Clause 5: Verification of configuration parameters. This clause contains the parameters specified by the standards referencing IEC 62351-3 (see IEC 62351-3:2014/AMD1:2018, Clause 7) and affecting the protocol behaviour.
- Clause 6: Verification of IEC 62351-3 requirements. The goal of this clause is to verify that DUT is conformant to the requirements of the IEC 62351-3.
- Clause 7: Test result chart. This clause contains the results of the test cases listed in Clause 6 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered, their numbering syntax is: Subclause number (where the table is located) + test case number.

In the column 'Reference' each test case has a direct reference to IEC 62351-3 where the clause under test is defined. PICS or Protocol Implementation eXtra Information for Testing (PIXIT) could be found in the "Reference" column for some test cases whenever the execution of the test case shall take into account specific parameter values declared in the PICS or PIXIT of the DUT.

Test cases are mandatory depending on the description in the column 'Required'. The following situations are possible:

M = Mandatory test case. The test is referencing to a clause that is mandatory in IEC 62351-3.

PICS

or

PIXIT = Mandatory test case if the functionality is enabled in the PICS or PIXIT by marking the applicable check box or declaring the applicable value.

Intelligent Electronic Devices (IEDs) (Sl. No. 2 of Table – A of Annexure – 1)

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

Reference standards

IEC 61850 series

Specifically IEC 61850-5, IEC 61850-6, IEC 61850-7, IEC 61850-8, IEC 61850-9 and IEC 61850-10

Test cases

Communication protocol conformance as per IEC 61850 -10. This part of standard defines methods and abstract test cases for conformance testing of client, server and sampled values devices used in power utility automation systems, the methods and abstract test cases for conformance testing of engineering tools used in power utility automation systems, and the metrics to be measured within devices according to the requirements defined in IEC 61850-5. Further this part of standard specifies standard techniques for testing of conformance of client, server and sampled value devices and engineering tools, as well as specific measurement techniques to be applied when declaring performance parameters. The use of these techniques will enhance the ability of the system integrator to integrate IEDs easily, operate IEDs correctly, and support the applications as intended.

Smart Meters (Sl. No. 3 of Table – A of Annexure – 1)

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

IEC 62056 series of standards (Electricity metering data exchange – The DLMS/COSEM suite) specifies details of communication protocol requirements, conformance testing and security requirements. The Part 5-3 (DLMS/COSEM application layer) specifies the DLMS/COSEM application layer in terms of structure, services and protocols for DLMS/COSEM clients and servers, and defines rules to specify the DLMS/COSEM communication profiles. It defines services for establishing and releasing application associations, and data communication services for accessing the methods and attributes of COSEM interface objects, defined in IEC 62056-6-2 using either logical name (LN) or short name (SN) referencing.

Clause 5 and sub clauses specifies security requirements. It cover security concepts, Identification and authentication, Cryptographic algorithms, Cryptographic keys – overview, Key used with symmetric key algorithms, Keys used with public key algorithms and Applying cryptographic protection.

Note: All above referred standards shall be latest with amendments if any at the time of submission of sample(s) for testing.

Annexure – 3

Testing Criteria

1) Supply from Trusted Sources

The sample size shall be as specified by CEA as per the approved criteria for Trusted Vendors

2) Supply from other than trusted vendors

The sample size shall be shall be 5% of the supply lot / ordered quantity (minimum one). The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036, ISO / IEC 20243, IEC 62443 for verification.

After scrutiny of vendor's / manufacturer's certifications the supplier / utilities shall be asked to submit product to the designated laboratory for communication and cyber security conformance testing.

The supply lot shall stand rejected on failure to comply with the test requirements.

3) Supply from prior reference countries

The utility shall obtain prior permission from the Government of India for importing the product / system from prior reference countries.

The sample size shall be shall be 10 % of the supply lot / ordered quantity (minimum one). The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036, ISO / IEC 20243, IEC 62443 for verification.

After scrutiny of vendor's / manufacturer's certifications the supplier / utilities shall be asked to submit product to the designated Government / Government controlled Autonomous laboratory for type tests (Annexure – 4) and communication & cyber security conformance testing.

The supply lot shall stand rejected on failure to comply with the test requirements.

Type Tests

Products imported from prior reference countries shall also undergo type testing as per following standards in addition to communication protocol and security conformance testing at the designated Government / Government controlled Autonomous laboratory:

Type test standards for RTUs

1. IEC 60870-1-2:1989 Telecontrol equipment and systems. Part 1: General considerations. Section Two: Guide for specifications.
2. IEC 60870-2-1:1995 Telecontrol equipment and systems - Part 2: Operating conditions - Section 1: Power supply and electromagnetic compatibility.
3. EC 60870-2-2:1996 Telecontrol equipment and systems - Part 2: Operating conditions -Section 2: Environmental conditions (climatic, mechanical and other non-electrical influences).
4. IEC 60870-3:1989 Telecontrol equipment and systems. Part 3: Interfaces (electrical characteristics)

Type test standard for IEDs / Numerical Protection Relays / Bay controls units

1. IEC 61850-3: 2013, Ed. 2 Communication networks and systems for power utility automation – Part 3: General requirements.

Type test standards for Smart meters

1. IS 16444: 2015 AC static direct connected watthour smart meter class 1 and 2 – Specification.
2. IS 16444 Part 2: 2017 AC static transformer operated watthour and var - Hour smart meters, class 0.2 S, 0.5 S and 1.0 S: Part 2 specification transformer operated smart meters.

Note:

1. All above referred standards shall be latest with amendments if any at the time of submission of sample(s) for testing.
2. Type tests generally covers functionality, environmental, mechanical, EMI/ EMC and electrical safety related tests.

ANNEXURE-A

GOVERNMENT OF ASSAM
FINANCE (TAXATION) DEPARTMENT
JANATA BHAWAN, DISPUR, GUWAHATI-6
Email - eoffice.fintax@assam.gov.in,/financetaxation@yahoo.in

eCF No.803347/20 Dated Dispur 11-07-2026

From : Smti. Sanghamitra Bhagawati, ACS,
Deputy Secretary to the Govt. of Assam,
Finance (Taxation) Department

To : 1) The Senior Most Secretary, Public Works (Building & NH) / Public Works (Health & Education) / Public Works (Roads) / Irrigation / Water Resource / Public Health Engineering Department, Janata Bhawan, Dispur, Guwahati - 781006.

2) The Managing Director,
Assam Electricity Grid Corporation Limited (AEGCL) /
Assam Power Generation Corporation Limited (APGCL)/
Assam Power Distribution Company Limited (APDCL).

Subject : Guidelines regarding determination of maximum permissible Input Tax Credit (ITC) utilization ratios in respect of works contracts executed under Works Departments and Public Sector Undertakings of the Government of Assam.

Ref : Record of discussion of the meeting with various Works Department held on 25th June 2026 (Copy *enclosed*).

Sir,

With reference to the subject cited above, I am directed to state that with a view to ensuring uniformity, transparency and proper verification of Input Tax Credit (ITC) utilization by contractors executing Government works, the following instructions shall be complied with by all concerned Works Departments:

1. Maximum acceptable ITC utilization ratios

#	Department	Type of work	Key inputs /	*Maximum*

			process involved	**acceptable ITC utilisation ratio**
i.	Public Works Department – Building, Health & Education	RCC Building	• Civil work (cement, brick, sand, Steel, Stone chips, Tiles, paint, etc.) • Electrical work • Plumbing • Water supply • Mechanical	70%
		Stadiums	• Civil work (cement, brick, sand, Steel, Stone chips, Tiles, paint, etc.) • Electrical work • Plumbing • Water supply • Site development	55%
(ii)	Public Works Department – Roads	Bituminous roads or Paver blocks	• Road work (bitumen/ paver block, gravel, sand, etc.)	30% (if contractor has own quarry) 40% (if contractor does not have own quarry)
			• ICBP Road work (ICBP, gravel, sand, Road Furnisher etc.)	40% (if contractor has own quarry) 50% (if contractor does not have own

				quarry)
			• Drain work (cement, sand, chips, steel, etc.)	60%
		Build-up girder (BUG)/ Steel Bridge (primarily over water bodies)	• Steel • Cement • Chips • Sand • Gravel	75%
		Fly Overs / RCC Bridge	• Cement • Steel • Chips • Sand • Gravel • Others	70%
		Mixed Contracts (Road and Bridge/Road and Drain etc)	As applicable	As per weightage of the component in the estimate
(iii)	Department of Irrigation	Flow Irrigation Scheme (FIS)	• Concrete work (cement, steel, sand) • Earthwork • Mechanical work (steel plates, channel) • Solar/Electrical work	60%
		Lift Irrigation System (LIS)	• Concrete work • Mechanical work • Solar/Electrical work • Distribution	60%

			System	
		Tube Wells	• Concrete work • Pipe network • Pump (solar or electrical) • Gravel	45%
(iv)	Assam Electricity Grid Corporation Limited (AEGCL)	EHV Grid Su-Station	• Material supply • Freight & Insurance • Erection and civil works	80%
		EHV Transmission Lines	• Material supply • Freight & Insurance • Erection and civil works	80%
(v)	Assam Power Generation Corporation Limited (APGCL)	Hydro Project	• Civil work • Electro-Mechanical work • Hydro-mechanical work • Colony / Roads	70%
		Thermal Project	• Civil work • Electro-mechanical	75%
		Solar Projects	• Panel Supply • Civil work	80%
(vi)	Assam Power Distribution Company Limited (APDCL)	Construction of 33kV Sub-Station/ DTR Substation	• Material Supply for Electrical/Civil Works • Fright & Insurance	80%
			• Poles (PSC/Steel	

		Power Distribution Network (LT/HT)	Tubuler Pole), GI Channel, GI Angle, LA, Hardware Fittings • Conductor, AB Cable/ MVCC Covered Conductor	80%
(vii)	Water Resources Department	Embankment	• Earthwork • Geo-bags • Tarping works	30%
(viii)	Public Health Engineering Department	Water supply	• Civil work (steel, cement, pipes) • Electrical work (transformer, cable work) • Mechanical Work (tubewell, pumps)	70%

I. Contractors utilizing ITC beyond the prescribed benchmark shall be identified and verified by the Procuring entity for verification without fail.

II. Where ITC claims are found genuine after verification, no further action shall be taken; otherwise appropriate action shall be initiated under GST law contractual provisions and Assam Public Procurement Framework..

III. Where fake ITC/bogus billing is detected or payment of inputs in cash is found, the concerned Works Department shall take action including blacklisting/debarment as permissible. Suitable tender clauses shall be incorporated in current and future tenders by the Procuring Entity

IV. For bituminous works, procurement shall be made only from authorized empaneled vendors.

V. Applications of private bitumen vendors shall be vetted by PWD (Roads) after verification by GST department. PWD (Roads) shall ensure an adequate panel of authorized vendors and incorporate suitable tender provisions. Empanelment shall be cancelled if GST norms not followed by vendors.

2. The above instructions shall be implemented by all concerned Departments/Organizations subject to the following conditions:

I. A suitable provision may be incorporated to relax the prescribed maximum permissible ITC utilization ratio in exceptional cases where a genuine and justifiable requirement exists, particularly where the labour component of the work is substantially outsourced.

II. It shall be clearly stipulated that the prescribed maximum permissible ITC utilization ratio represents only the upper ceiling and shall not be construed as the standard or automatic entitlement. The concerned Procuring entity shall determine the admissible ITC utilization ratio on a case-to-case basis after due examination and shall ensure that the prescribed ceiling is not misused.

III. The concerned Procuring entity shall obtain a certificate from the contractor confirming compliance with the applicable provisions of the GST Acts, Rules and other relevant statutory requirements. To implement this, a standard format is also *enclosed* for ready reference.

IV. The prescribed maximum permissible ITC utilization ratios shall be incorporated in the bid documents and form part of

all future contracts. Existing contracts may also be suitably amended, wherever legally permissible. However, provision may be kept for relaxation in exceptional cases where genuine and justifiable reasons exist.

v. Tender/contract documents shall contain appropriate provisions for debarment or blacklisting of contractors, after following due process, where they are found to have availed fake ITC, indulged in bogus billing, payment of inputs in cash or committed any other serious violation of the Assam GST Framework or Procurement Framework.

This has the approval of the Competent Authority.

Yours faithfully,

Encl : As stated above

Digitally signed by Sanghamitra Bhagawati
Date: 11-07-2026 14:22:11

Deputy Secretary to the Govt. of Assam,
Finance (Taxation) Department

Memo eCF No.803347/20-A Dated Dispur 11-07-2026

Copy for information and necessary action to:

1. The Commissioner of Taxes, Assam, Kar Bhawan, Dispur, Guwahati – 781006.
2. The Staff Officer to Chief Secretary, Assam, Lok Sewa Bhawan, Dispur, Guwahati – 781006.
3. OSD to the Hon'ble Finance Minister, Assam, Janata Bhawan, Dispur, Guwahati – 781006, for kind appraisal of Hon'ble Minister.
4. PS to the Additional Chief Secretary to Chief Minister, Assam, Lok Sewa Bhawan, Dispur, Guwahati – 781006, for kind appraisal of Additional Chief Secretary.
5. PS to the Sr Most Secretary to the Govt. of Assam, Finance

Department, Janata Bhawan, Dispur, Guwahati – 781006, for kind appraisal of Sr Most Secretary.

e-signed
Deputy Secretary to the Govt. of Assam,
Finance (Taxation) Department

Annexure IV: List of APGCL's current IT infrastructure for AMC and FMS Service

Note: The list is indicative but not exhaustive.

Desktops		
#	Items	Qty
1.	DELL Optiplex 5000	169

Laptops		
#	Items	Qty
1.	DELL Latitude 3420	131
2.	DELL Latitude 3440	20

UPS		
#	Items	Qty
1.	Better Power BP Series 1KVA	49

Server		
#	Items	Qty
1.	Dell PowerEdge R650xs	1

ASSAM POWER GENERATION CORPORATION LIMITED

Annexure V: List of APGCL's current IT infrastructure for FMS Service

Note: This list is indicative and not exhaustive.

Desktops		
#	Items	Qty
1.	Acer Veriton M200-H410	3
2.	HP Pro Twr 280 G9 PCIi51240016GB/512GBPC (BD3F5PT)	1
3.	HP omniDISK slim S03-0014in	2
4.	Lenovo IdeaCentre 3 07IAB7 Desktop - Type 90SM	2
5.	Lenovo think center M70c	1
6.	Dell Vostro 3710	1
7.	HP	1
8.	HP All-in-One 24-df1670in PC	1
9.	HP Slimline Desktop - 260-p020il	4
10	HP Slimline Desktop -290	5
11	Lenovo idea center 510s - 07ICB	1
12	hp Z4	6
13	ideacentre AIO 5-24IMB05 Desktop - Type F0FB	1
14	Dell Inspiron	1
15	HP Elite 7100 MT	2
16	Hp 280 G2 MT	1

Laptops		
#	Items	Qty
1.	Dell Precision 5680	3
2.	HP 250 G8 Notebook	1
3.	HP Laptop PC 15s-fr2000	2
4.	E14 Gen 6 (Type 21M7, 21M8) Laptops (ThinkPad) – Type 21M7	2
5.	X1 Carbon 9th Gen (Type 20XW, 20XX) Laptop (ThinkPad) – Type 20XW	1
6.	HP Laptop 14s-dq2535TU	1
7.	HP 240G10	1
8.	V15-IIL Laptop (Lenovo) – Type 82C5	1
9.	HP Laptop – 15s-du2077tu	4
10.	E14 Gen 7 (Type 21T9, 21TA) Laptops (ThinkPad) – Type 21T9	5
11.	HP 240 G3	1

Printers		
#	Items	Qty
1.	HP Color LaserJet Pro MFP M479fdw	40
2.	HP LaserJet M208dw	15
3.	HP LaserJet Managed MFP E82540dn	8
4.	HP Laserjet Pro MFP M126nw	10
5.	HP Smarttank 580-590	9
6.	Epson L3210	7
7.	HP Laserjet P1007	7
8.	Printer (HP LaserJet M208dw)	7
9.	Printer (HP Color LaserJet Pro MFP M479fdw)	6
10.	Cannon/ G3010	5
11.	Canon LBP 3108B	5
12.	HP Laserjet 1020 Plus	5
13.	HP Laserjet P1106	5
14.	Epson L3250	4
15.	HP Ink Tank 316	4
16.	HP Laserjet M1136 MFP	4
17.	HP Laserjet P1008	4
18.	HP Laserjet P1108	4
19.	Cannon/ G2010	3
20.	HP Ink Tank 319	3
21.	HP LaserJet Pro M1136 mfp	3
22.	HP Smart Tank 585	3
23.	Canon ImageClass LBP 6030B	2
24.	Canon ImageClass MF 3010	2
25.	Canon imageCLASS MF232w	2
26.	Canon lbp2900	2
27.	Epson L3115	2
28.	HP Ink TankWireless 416	2
29.	HP Laserjet Pro MFP M126A	2
30.	HP deskjet ink advantage 2135	2
31.	HP laserjet M1136MFP	2
32.	Printer (HP LaserJet Managed MFP E82540dn)	2
33.	Canon ImageClass MF 244dw	1
34.	Canon ImageClass MF 4750	1
35.	Canon Imagerunner 2206	1
36.	Canon Imagerunner C3226	1
37.	Canon LBP 2900B	2
38.	Epson L3101	1
39.	Epson L380	1
40.	Epson l3212	1

41.	HP Color LaserJet Enterprise M750	1
42.	HP Deskjet Ink Advantage Ultra 4729	1
43.	HP Ink TankWireless 419	1
44.	HP LaserJet P1005	1
45.	HP LaserJet Pro M202dw	1
46.	HP LaserJet Pro MFP M126	1
47.	HP LaserJet Pro MFP M128fn	1
48.	HP LaserJet Pro MFP M132a	1
49.	HP LaserJet Pro P1108	1
50.	HP Laserjet 1022	1
51.	HP Laserjet MFP M436dn	1
52.	HP Laserjet P1566	1
53.	HP Smart Tank 750	1
54.	HP deskjet ink advantage 1515	1
55.	HP deskjet ink advantage 2515	1
56.	HP smart tank 525	1
57.	Hp deskjet 2332	1
58.	Samsung Multixpress K2200ND	1

Scanners		
#	**Items**	**Qty**
1.	Fujitsu fi-7140	8
2.	Fujitsu Snap Scan SV600	3
3.	Bookeye BE5-VIA	2

UPS		
#	**Items**	**Qty**
1.	Better Power Power on 600 VA	169

SD WAN		
#	**Items**	**Qty**
1.	Fortinet FortiGate-100F	4
2.	Fortinet FortiGate-60F	3
3.	Fortinet FortiGate-40F	4

Switches		
#	**Items**	**Qty**
1.	Fortinet FortiSwitch-108E-POE	38
2.	Fortinet FortiSwitch-108F-POE	1
3.	Fortinet FortiSwitch-124E-POE	26
4.	Fortinet FortiSwitchRugged-112D-POE	1

Access Point		
#	**Items**	**Qty**
1.	Fortinet FortiAP-432F	1
2.	Fortinet FortiAP-231F	75

Forti Analyzer		
#	**Items**	**Qty**
	FortiAnalyzer-150G	1

Forti Manager		
#	**Items**	**Qty**
	FortiManager VM S-Series	1