



APGCL BID DOCUMENT

**NATIONAL COMPETITIVE BIDDING
(e-Procurement)**

Name of Work:

Selection of Service Provider for conducting Cyber Security Audit Including VAPT and Consultancy Services for ISMS (ISO 27001:2022) Certification of IT systems of APGCL.

Tender No.: APGCL/CGMGEN/IT/CYBER SECURITY/2023/2752:T39

Dated: 07/08/2026

Issued by:

The Chief Information Security Officer (CISO),
Assam Power Generation Corporation Limited
3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

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SECTION-I

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

Notice Inviting Tender

Tender Ref. No. APGCL/CGMGEN/IT/CYBER SECURITY/2023/2752:T39 Dated: . 07/08/2026

- (i) The **Chief Information Security Officer (CISO), APGCL** hereby invites online Bids from eligible Bidders following **Single Stage Two Envelope system of bidding** through **Quality & Cost Based Selection (QCBS) evaluation** for Selection of Service Provider for conducting Cyber Security Audit including VAPT and Consultancy Services for ISMS (ISO 27001:2022) Certification of IT systems of APGCL.
- (ii) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Item(s).
- (iii) The Bidding Documents can be downloaded by prospective bidders from the Procurement portal i.e., <https://assamtenders.gov.in>, free of cost.
- (iv) All Bids must be accompanied by **Bid Processing Fee (non- refundable), of the amount Rs. 1000.00/- (Rupees One Thousand only)** and **Bid Security (EMD)** of the amount of **Rs. 1,65,000.00 (Rupees One lakhs sixty-five thousand only)**.
No Exemptions to Bid Security (EMD) is allowed in this Tender.
- (v) Bids must be submitted online on the e-Procurement portal (i.e. <https://assamtenders.gov.in>) on or before the due date for submission i.e., up to **12:00 hrs. of 08/09/2026**.
- (vi) **Pre-bid Meeting date: 12:00 hrs of 18/08/2026**
- (vii) **Last date of receiving** any queries is on or before the Pre-Bid Meeting date, which is **18/08/2026 (Till 17:00 hrs)** .
Bid Submission Start Date:25/08/2026
- (viii) The Technical Bid will be opened online on **15:00 Hrs. of 08/09/2026** and the Price Bid shall be opened online only for the technical qualified bidders. **(The date of opening of the price bid shall be intimated later on the Portal).**

Sd/-

Chief Information Security Officer(CISO)
APGCL, Bijulee Bhawan, Guwahati-1

SECTION-II

2. INSTRUCTION TO BIDDERS (ITB)

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

2.1 Introduction

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

APGCL has various gas based thermal power plants as well as hydro power plants. The Thermal Power Plants of APGCL are Lakwa Thermal Power Station, located in the District of Charaideo and Namrup Thermal Power Station, located in the District of Dibrugarh in the State of Assam. The various Hydro Plants of APGCL are Karbi Langpi Hydro Electric Power Project and Myntriang Small Hydro Electric Project, both located in the District of Karbi Anglong in the State of Assam. In addition, another hydro project, namely Lower Kopili Hydro Electric Project (LKHEP), is currently under trial run and is expected to be commissioned by the end of November 2026.

For smooth functioning of business processes, SAP Enterprise Resource Planning (ERP) Application and Software has been implemented at all offices and plants of APGCL. A total of 8 (eight) modules was implemented namely – FICO (Finance and Budgeting), MM (Material Management), ECM (Energy Chain Management), HRM (Human Resource Management & Payroll), DMS (Document Management System) & E-office, PM (Plant Management), PS (Project Management) and TP (Tariff Petition). There are total of 900 Employee Self Service (ESS) licenses and 280 R3 licenses of APGCL. The SAP ERP application and software are deployed on a cloud-based infrastructure. APGCL users access the SAP ERP application through Internet Leased Lines (ILL) and Multi-Protocol Label Switching (MPLS) connectivity enabled by the organization's IT network infrastructure. APGCL users access the SAP ERP application through Internet Leased Lines (ILL) and Multi-Protocol Label Switching (MPLS) connectivity enabled by the organization's IT network infrastructure. APGCL users access the SAP ERP application through Internet Leased Lines (ILL) and Multi-Protocol Label Switching (MPLS) connectivity enabled by the organization's IT network infrastructure. The Cloud infrastructure (Data Centre & Disaster Recovery Centre) is currently hosted in a MeitY empanelled, STQC audited, Government Community Cloud (GCC).

- 2.1.2 The Procuring Entity (i.e., APGCL) has issued this Bidding Document for Selection of Service Provider for conducting Cyber Security Audit including VAPT and Consultancy Services for ISMS (ISO 27001:2022) Certification of IT systems of APGCL; as specified in “**Section IV- Schedule of Requirement**” in connection with the notice inviting tenders from the eligible bidders.
- 2.1.3 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity (APGCL) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.1.4 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide the required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bid.
- 2.1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible

or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

2.2 Language of Bids

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity (APGCL), shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

2.3 Code of Integrity

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

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

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour 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. 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/service 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 or Joint Venture (JV) having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India.
- 2.5.2 The Bidder shall be of the following category to be eligible to participate in the bidding process:
- (i) The bidder must be either a Government Organization/ PSU/ PSE/ Partnership Firm/ Limited Company under Indian laws, or an autonomous institution approved by GOI.
 - (ii) The bidder must have a fully operational **office in India** with dedicated cybersecurity resources.
 - (iii) The bidder must hold a valid **CERT-In empaneled Information Security Auditing Organization** for **4 (Four)** consecutive financial years i.e. for **FY 2023-24, 2024-25, 2025-26 and 2026-27**. This CERT-In empanelment must remain active throughout both the bidding process and the entire contract period.
 - (iv) The bidder must be ISO 27001 certified organization.
 - (v) The bidder must have at least **1(one) ISO 27001** Lead auditor.
 - (vi) The Bidder shall refer 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.
 - (v) The bidder must have a minimum average annual turnover of **₹50 Lakhs (Rupees Fifty Lakhs Only) for any 3(three) consecutive financial years within the last 4(four) financial years (2022-23 to 2025-26)**. Certified audited copies of the bidder's annual accounts for the relevant 3(three) consecutive financial years to be submitted along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, positive net worth & average annual turnover during each of these years.
 - (vi) Also, Net Worth of bidder must be positive during last 3(three) consecutive financial years (2022-23 to 2025-26). In this regard, certified copy from Chartered Accountant should be submitted by the bidder along with their technical bid. These shall be accompanied by relevant 3(three) consecutive financial years audited financial statements viz. - Balance Sheet, Profit & Loss Statement, ITR, etc.

2.6 Bidders' Qualification

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

BIDDING DOCUMENT

2.7 Content of this Bidding Document

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

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

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

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

2.8 Clarifications of Bidding Documents

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

- ciso@apgcl.org

2.8.2 Interested bidders are requested to send email at the email mentioned above on or before the pre-bid meeting date regarding their attendance and queries. A form (**Refer Section V, Form B10: Bidder's Clarification Form**) is provided so that queries received may be clarified during the pre-bid meeting.

2.8.3 Last date of receiving queries is on or before the pre-bid meeting date till **17:00 Hrs (IST)**. Any queries received after the stipulated date and time shall not be considered.

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

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

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

2.9 Pre-Bid Meeting

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

Date: 18/08/2026(Tuesday)

Time: 12:00 hrs (IST)

Place: 2nd Floor, 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 ciso@apgcl.org on or before 11:00 hrs (IST) of 18/08/2026 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: Bidding Forms, Form-B10**) 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 18/08/2026 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) **"Details of service and Work Done by Bidder"** as per format given in Section V: Bidding Form along with supporting documents (Form-B3);
 - iv) **"Certificate on Financial Strength"** of the Bidder as per format given in Section V: Bidding Forms (Form-B4);
 - v) **"Cash Flow Capacity"** of the Bidder as per format given in Section V: Bidding Forms (Form-B5);
 - vi) Duly Executed **"Power of Attorney"** for the Authorized Signatory of the Bid as per format given in Section V: Bidding Forms (Form-B6);
 - vii) **"Undertakings by the Bidder"** as per format given in Section V: Bidding Forms (Form-B7)
 - viii) **"Bid Processing Fee"** in accordance with ITB Para 2.19;
 - ix) **"Bid Security"** furnished in accordance with ITB Para 2.20 (Section V, Form-B8);
 - x) **"Performance Bank Guarantee"** as per format given in Section V: Bidding Forms (Form-B9)
 - xi) **Documents establishing compliance** to the required quality standards of the services offered and of the process followed by the service provider in accordance with ITB Para 2.16 and Section-IV: Schedule of Requirements. Technical Specifications of the Offered Services in compliance with APGCL Bid requirement shall be submitted.

- xii) **Bidder's Certificate of Incorporation/ Registration, Article and Memorandum of Association** or any such registration document.
- xiii) Self-attested copy of **PAN**;
- xiv) Self-attested copy of **GST Registration Certificate**.
- xv) Valid **CERT-In empanelment certificate/ letter**.
- xvi) Audited Statement of Accounts and Chartered Accountant Certified Financial Documents (Balance Sheet, P&L Statement, Cash Flow Statement) for **relevant 3(three) consecutive financial year for turnover and net worth**.
- xvii) Mandatory Qualification Criteria Documents to be submitted as per Section VII: Special Terms and Conditions, Clause 7.7.
- xviii) **"Checklist of Documents"** submitted along with the Bid in the Format (Form-B11) as given in Section V: Bidding Forms
- xix) Self-declaration by authorized signatory of the bidder confirming acceptance of all tender terms and conditions.
- xx) Signed and Sealed tender documents.
- xxi) All other documents as per this Bid requirement.

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.** The BoQ (excel sheet available in e-procurement portal) is specific to the Bidder and is not interchangeable. The BoQ file shall be downloaded from the e-procurement portal and prices shall be quoted in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted online on the portal i.e., <https://assamtenders.gov.in>.
- 2.12.3 Price Bid shall be prepared in accordance with ITB Para 2.14.

2.13 Preparation and Submission of Bid

- 2.13.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in ITB-2.11 and any other document as required. The bid shall be typed with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on its behalf, in token of acceptance of the Bid terms and conditions. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled 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 Active 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 Active 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 non-responsive 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 additional *charges shall be inclusive*)
- 2.14.5 The price quoted by bidder shall also be inclusive of any charges against travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site etc.
- 2.14.7 The bidder must unconditionally offer in the Bid to supply of services as specified for each item in Section-IV: Schedule of Requirements.
- 2.14.8 The Bidder may quote for 'Any other services' at **Sl. No 3.01(BoQ: Part A)**, if deemed necessary for completion of their Bid; however, acceptance of any such service shall be at APGCL's discretion.
- 2.14.9 The rates quoted for Lower Kopili Hydro Electric Project (LKHEP), Longku in **BoQ: PART B** shall be considered for evaluation of the H1 bidder. However, it is up to APGCL's discretion whether to execute the works related to LKHEP in part or in full or to not execute the works related to LKHEP at all.

2.15 Bid Currency

- 2.15.1 The bidder must submit its quote in Indian Rupees 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 service(s) 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 service(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 establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criteria specified in **Section-III: Evaluation and Qualification Criteria** and any other criteria/clause mentioned in APGCL Bid Document.

2.18 Period of Validity of Bids

- 2.18.1 Bids shall remain valid for the period of **180 (one hundred eighty) days from the from the final due date of online Bid submission (including any extensions notified through amendments). 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 Rs. 1000.00/- (Rupees One 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 Rs. 1,65,000.00 (Rupees One lakhs sixty-five thousand only)** which shall be deposited online during bid submission at <https://assamtenders.gov.in>.
- 2.20.2 The bid security can also be submitted in the form of Bank Guarantee issued by a Scheduled Bank in India.
- (i) If EMD is submitted through BG, the bidder will be required to upload the scan copy of the BG during online Bid submission, and the original Hard Copy of the BG should reach APGCL HQ on or before bid opening.
- 2.20.3 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the format provided below (**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 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 bidder with H1 score) 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.

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 through BG.

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

The Chief Information Security Officer (CISO),
Assam Power Generation Corporation Ltd.,
3rd Floor, Bijulee Bhawan, Paltan Bazar,
Guwahati-1.

The BG shall be duly pledged in favour of the **Chief Information Security Officer (CISO), APGCL** and shall be valid for 01 (one) year period from the Start Date of online Bid submission.

No interest shall be payable on such deposits.

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

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

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

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

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

Note: No EMD Exemption is provided for this Tender.

OPENING OF BIDS

2.21 Extension of Due Date for Submission of Bids

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

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

- i) Sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- ii) The Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise for any other reason and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.

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

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

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

2.22 Opening of Bids

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

EVALUATION AND COMPARISON OF BIDS

2.23 Confidentiality

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

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

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

2.24 Preliminary Examination of Bids

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

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

2.25 Clarification of Bids

2.25.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Tender 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.

2.25.5 Any clarifications sought outside the means as stipulated in this bid document will not be given cognizance.

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 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/service deviation, reservation, or omission" is one that,

(a) If accepted, shall: -

- i) **effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or**
- ii) **limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or**

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.

2.27.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

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

2.27.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

2.28 Non-conformities, Errors, and Omissions.

2.28.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities in the Bid.

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

2.29 Evaluation and Comparison of Bids.

2.29.1 The Evaluation Committee of the Procuring Entity (APGCL) for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause/document. No other evaluation criteria or methodologies shall be permitted.

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 The evaluation shall be done as specified in "**Section III: Evaluation and Qualification Criteria**" and the responsive bidder having the highest score shall be declared as the highest scoring (H1) bidder. **In case of tie in the Total QCBS Score (H1), the bidder with the highest technical score shall be declared as the preferred bidder.**

2.29.4 In the event where the highest scoring (H1) bidder fails to undertake the contract, procuring entity may approach the second highest scoring (H2) bidder, whose bid is responsive, provided his quoted/negotiated price is less than or equal to the price of the H1 bidder.

2.29.5 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 responsive bidder for the tendered service(s) as determined in the manner specified in ITB 2.29.

2.31.2 Procuring Entity (APGCL) shall award the tendered work to the highest scoring bidder(H1).

2.31.3 In case of a tie in the **Total QCBS Score (TQS), the bidder scoring the highest technical score shall be declared as the preferred bidder.** If the Technical scores are also tied, the bidder with the lowest quoting price shall be declared as the most preferred bidder.

2.31.4 The financial rates quoted by the bidders/consultants for all 7 (seven) offices/plants listed in Table 4.1 under the clause 4.1.1, shall be considered for evaluation of the financial score and determining the H1 bidder.

However, APGCL, at its sole discretion, may or may not consider the location Lower Kopili Hydro Electric Project(LKHEP), Longku, Dima Hasao, Assam as in Table 4.1 (Sl. No. 7) at the time of Award of Contract.

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 Service Provider/Contractor in consideration of timely completion of contracted work (called "the Contract Price"). In addition, the contracted rate quantity to be supplied and scope of work to be carried out by the contracted party shall also be specified. (called "the Contract Qty/Works"). APGCL may also issue a Work Order/Purchase Order thereafter containing details of the Scope of Work, services, 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.

2.33 Performance Security

- 2.33.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance/Work Order/Purchase 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 highest scoring (H2) Bidder, whose bid is responsive, provided his quoted/negotiated price is less than or equal to the price of the H1 bidder.
- 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 beyond period.

The format for PBG is provided as Form B9.

2.34 Signing of Contract

- 2.34.1 Promptly after notification of Award/issue of Letter of Acceptance/issue of Work 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 Order along with required performance security.

SECTION-III

3. Evaluation and Qualification Criteria

3.1 Evaluation Criteria & Methodologies

3.1.1 Eligibility Criteria

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

Table 3.1.1		
Sl. No.	Bidder Eligibility	Required Document
1.	Service provider must be incorporated in India under the companies act.	Certificate of registration of the Firm/Certificate of Incorporation.
2	The bidder must be a CERT-In empaneled vendor for the last 4(four) consecutive years i.e. FY 2022-23,2023-24,2024-25,2025-26 and must remain empaneled during the bidding process and contract period.	Copy of valid CERT-In empanelment certificate / letter of all mention years.
3	The bidder must be ISO 27001 certified organization.	Copy of valid ISO 27001 certificate to be enclosed.
4.	Bidder should not be blacklisted by Govt. of India/ Banks/ PSU/ BFSI/ Govt. Organisation in India during last 3 years from the date of submitting of bid.	Notarised Self Certified Document for Not blacklisted by Govt. of India/ Banks/ PSU/ BFSI/ Govt. Organisation in India during last 3 years from the date of submitting of bid.
5	The Bidder should be an organization with registered office and operations in India for last 3 years.	Copy of the relevant certification confirming the nature of legal entity along with date of incorporation.
6	The bidder must have at least 1(one) ISO 27001 Lead auditor	Copy of valid ISO 27001 Lead Auditor Certificate.
7	The bidder shall submit the proposed team composition, which must include the following minimum resources: (i) 1 (One) resource certified as an ISO/IEC 27001 Lead Auditor having minimum 3 years experience (ii) 3 (Three) resources, each having a minimum of 3 (three) years of experience in information security and holding at least one recognized information security certification, such as CISA, CISSP, or CISM.	The bidder shall submit documentary evidence of the certifications for all proposed certified personnel. 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

	The above team shall be deployed and remain available throughout the entire duration of the APGCL Project. Any replacement of key personnel during the project period shall be subject to the prior approval of the Purchaser and the replacement resource shall possess qualifications and experience equivalent to or better than those of the resource being replaced.	higher than those of the resource being replaced.
8	The bidder should have a minimum average annual turnover of ₹ 50 Lakhs for any 3(three) consecutive financial years within the last 4(four) financial years (2022-23 to 2025-26). Also, Net Worth of bidder must be positive during last 3(three) consecutive financial years (FY 2022-23 to 2025-26).	Certified audited copies of the bidder's annual accounts for the relevant 3(three) consecutive financial years have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, positive net worth & average annual turnover during each of these years.

Bidders shall submit documentary evidence of the above-mentioned eligibility criteria as per **Section- VII: Special Terms of Contract, Clause 7.7**

Note:

- The bidder should be CERT-In empanelled auditor
- All data must reside within India and comply with applicable and relevant data protection laws of Govt. of India.

3.1.2 Required Minimum Experience

Table 3.1.2		
Sl. No.	Bidder Eligibility Requirement	Required Document
1.	The bidder must have past experience of successfully implementing and managing at least 4 (four) no. of Cyber Security Audit. The Cyber Security Audit must include Vulnerability Assessment and Penetration Testing (VAPT) and ISMS consultancy services leading to ISO/IEC 27001 certification in Govt. sector/PSU within last 7 years from the start date of online bid submission of this tender. (i) At-least 1(one) should be organisations from Central / State Govt. institution or PSU (ii) At least 1(one) should be from Power sector utilities. (iii) At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.15 Lakhs	Copy of Purchase Order (PO) / Work Order (WO) and corresponding Completion certificate from the client with values to be enclosed.

	(iv) At least one VAPT audit within last financial year and one ISMS (ISO 27001) within last 2(two) Financial years.	
2(a)	The bidder should have at least 1(one) ISO 27001 certified Lead Auditor in its team having minimum 3 years experience in ISMS (ISO 27001) implementation.	Copy of CISA, CISSP, CISM, ISO 27001 Lead Auditor certificates along with experience details to be enclosed in the technical bid. The bidder must also submit undertaking that these resources are associated with them for last one year.
2(b)	The bidder should have at least 3(three) full-time personnel with information security related qualifications like CISA, CISSP, CISM certified professionals . These personnel must have more than 3 years of experience in ISMS (ISO 27001) implementation.	
3	Certificate by authorized signatory confirming acceptance of all tender terms and conditions.	Self-Declaration.

Note:

- **Non-compliance of any criteria mentioned in the Table 3.1.1 and Table 3.1.2 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.

3.1.3 Financial Standing

- The bidder should have a minimum average annual turnover of ₹ 50 Lakhs for any 3 consecutive financial years within the last 4 financial years (2022-23 to 2025-26).
- In this regard, a certified copy from the Chartered Accountant in **Form-B4** should be submitted by the bidder along with his technical bid accompanied by relevant certified financial document viz. –Balance Sheet, Profit & Loss Statement, ITR, etc. of the consecutive 03 (three) financial year within the last FY 2022-23 to 2025-26 or Audited Financial Report for relevant financial years.
- The bidder should have a positive Net Worth for last 3(three) consecutive financial years – FY 2022-23, 2023-24, 2024-25 & 2025-26.
- Cash Flow Capacity: Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is Rs. 1(One) crores. (Section V: Bidding Forms, Form-B5)

3.2 Qualification Criteria

- 3.2.1 All Bids shall first be evaluated with respect to the **Eligibility Criteria**(Table 3.1.1) and **Required Minimum Experience** (Table 3.1.2) given in this bid document.
- 3.2.2 Non-compliance of any criteria mentioned in the Table 3.1.1 and Table 3.1.2 respectively shall result in the technical bid being treated as non-responsive and the bidder being rejected.
- 3.2.3 Bidder shall submit their proposed plan and methodology on how they will deliver the service of conducting Cyber Security Audit including VAPT and constancy Service for Information Security Management System (ISMS) of all the IT systems of APGCL.

3.2.4 Evaluation Methodology

The evaluation of the bids will be a two-stage process based on Quality Cost Based Selection("QCBS") method, ensuring a balance between technical competence and financial competitiveness.

The **technical proposals** will be allotted **weightage of 70%** while the **financial proposals** will be allotted **weightage of 30%**.

Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing **a minimum 70% score in technical evaluation will be considered for Financial Bid opening/evaluation.**

The scores of the other qualified bids will be normalized as under:

Normalized Technical Score of a Bidder= (Bidder Technical Score/Highest Technical Score) X 100

The Financial Bids will be evaluated by assigning a **score of 100** to the **lowest quoted price("LQP")** inclusive of GST/taxes etc.

The scores for **Bidder's Quoted Prices ("BQP")** inclusive of GST/taxes etc., of the other qualified bids will be normalized as under:

Normalized Financial Score of a Bidder = (LQP / BQP) X 100

The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score: 70%; Financial Score: 30%

The **Total QCBS Score (TQS)** for each bidder will be calculated using the formula:

TQS= (Technical Score X 70%) + (Financial Score X 30%)

H1: Highest Marks or Total QCBS Score (TQS)

The total scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Tender Evaluation Committee for selection to the Competent Authority.

3.2.3.1 Technical Evaluation

The basis for technical evaluation is mentioned below:

Technical evaluation criteria:

Table 3.2.3.1(a)				
Sl. No.	Category(A)	Criteria(B)		Maximum Marks
1	Auditing Organization’s Technical Competence (Total:30 Marks)	1a.	Auditing Organization Experience	9
		1b.	Technical Manpower Expertise	8
		1c.	Number of Cybersecurity Audits in Last Three Years	8
		1d.	Certifications for Recognized Standards	5
2	Auditee Organization-Specific Criteria (Total: 30 Marks)	2.a	Project Experience in Similar Audit Scope	15
		2.b	Specific Capabilities of the Organization	15
3	Audit Team Composition and Expertise (Total: 30 Marks)	3.a	Audit Team Experience and Expertise	10
		3.b	Audit Methodology	10
		3.c	Strength of the Audit Team	5
		3.d	Composition and expertise of Audit Team to be deployed during project implementation timeline	
			(i) Lead Auditor	3
	(ii) Other certified professionals	2		
4	Post Audit – Mapping of Regulatory Requirements & Support (Total: 10 Marks)	4.a	Mapping and Verification of Regulatory Requirements	5
		4.b	Availability and Support of Subject Matter Experts (SMEs) for Vulnerability Closure and Compliance of Recommendations	5
Total technical score:				100

Total Technical score: 100

Selection Criteria:

1. The weightage of each criterion is mentioned above. The summation of the Criteria Score will be the Total Technical Score of the bidder.
2. Financial bids will be opened for bidders who are technically responsive. **The criteria for technical responsiveness is 70% score in technical evaluation.**
3. Further details of above points are mentioned below:

Table 3.2.3.1(b)				
Sl. No.	Category(A)	Description of the Criteria (B)	Document Proof	Scoring Criteria
1	Auditing Organization's Technical Competence	1.a Auditing Organization Experience	Work orders, client-issued completion certificates, and corresponding project completion reports for works of a similar nature and scope to this tender.	More than 5 years – Full Marks 3 to 5 years – 75% of Full Marks 2 to 3 years – 50% of Full Marks Less than 2 year – No Marks
		1.b Technical Manpower Expertise	Documentary proof of full-time employees holding certifications like CISSP, CISA, CISM and ISO 27001 Lead Auditor . HR-declared staff list with certification details.	More than 15 certified professionals – Full Marks 10 to 15 certified professionals – 75% of Full Marks 5 to 10 certified professionals – 50% of Full Marks Less than 5 certified professionals – No Marks
		1.c Number of Cybersecurity Audits in the Last Three Years	Submission of project completion certificates by clients related to cybersecurity audits performed in the last three years.	More than 20 audits – Full Marks 10 to 20 audits – 75% of Full Marks 5 to 10 audits – 50% of Full Marks Less than 5 audits – No Marks
		1.d Certifications for Recognized Standards ISO/IEC 20000, ISO/IEC 17021, ISO/IEC 27006 and ISO/IEC 27001	Submission of valid certifications aligned with industry standards.	More than two certifications – Full Marks Two certification – 50% of Full Marks One certification – No Marks

Table 3.2.3.1(b)				
Sl. No.	Category(A)	Description of the Criteria (B)	Document Proof	Scoring Criteria
2	Auditee Organization-Specific Criteria	2.a Projects Experience in Similar Audit Scope The experience of the auditing organization in conducting cybersecurity audits similar to the defined scope of this project ensures that the auditor understands the technology landscape, infrastructure, and security frameworks specific to the power sector.	Submission of project completion certificates by clients demonstrating relevant experience in power utilities, government organizations, public sector enterprises, or financial institutions.	More than 10 relevant projects – Full Marks 5 to 10 relevant projects – 75% of Full Marks 3 to 5 relevant projects – 50% of Full Marks No relevant experience – No Marks
		2.b Specific Capabilities of the Auditing Organization: Bidders must demonstrate expertise in a range of cybersecurity disciplines, including but not limited to: 1. Network Security Audits 2. Application Security Audits 3. ISO 27001 standard Compliance Audits 4. Vulnerability Assessment and Penetration Testing (VAPT) 5. IT Cybersecurity Audits	Submission of project completion certificates by clients confirming work in the mentioned areas (Sl.No 2.b)	Expertise in all five areas – Full Marks Experience in four areas – 80% of Full Marks Experience in three areas – 60% of Full Marks Experience in two areas – 40% of Full Marks Experience in one area – 20% of Full Marks

Table 3.2.3.1(b)				
Sl. No.	Category(A)	Description of the Criteria (B)	Document Proof	Scoring Criteria
3	Audit Team Composition and Expertise	3.a Audit Team Experience and Expertise in power sector cybersecurity, particularly in IT security audits	Submission of team structure, detailed CVs of key team members, and HR-declared documents showcasing experience in relevant domains	Average experience of team more than 5 years – Full Marks Average experience of team 3 to 5 years – 75% of Full Marks Average experience of team 1 to 3 years – 50% of Full Marks Average experience of team less than 1 year – No Marks
		3.b Audit Methodology adopted should be structured, risk-based, and aligned with recognized cybersecurity frameworks	(i) Submission of a Detailed Audit Methodology (Maximum no. 25 Pages with text size: Arial 10) Provide a comprehensive audit methodology, not exceeding 25 Pages, presented in clear bullet points. The methodology should explicitly describe the approach to conducting the audit and demonstrate alignment with the following standards and frameworks: CERT-In guidelines for cybersecurity audits. ISO/IEC 27001 requirements and NIST cybersecurity standards for IT security assessments.	Fully compliant methodology aligned with recognized standards – Full Marks Partially compliant methodology – 50% of Full Marks Limited compliance mapping – 25% of Full Marks No defined audit methodology – No Marks

Table 3.2.3.1(b)				
Sl. No.	Category(A)	Description of the Criteria (B)	Document Proof	Scoring Criteria
			CSIRT-POWER framework and associated guidelines for cybersecurity audits in the power sector.	
		3.c Strength of the Audit Team should have adequate resource allocation for a thorough cybersecurity assessment.	Team structure documentation, including names, designations, and roles. HR-declared documents confirming the employment of full-time cybersecurity experts in bidder's organization .	More than 10 cybersecurity professionals – Full Marks 5 to 10 professionals – 75% of Full Marks Less than 5 professionals – 50% of Full Marks No dedicated audit team – No Marks
		3.d Composition and expertise of Audit Team to be deployed during project implementation- The bidder team composition comprising of: 3.d(i) 1(One) no. ISO 27001 certified Lead Auditor having minimum Three (3) years of experience. This team shall be deployed throughout the duration of the APGCL project.	Team structure documentation, including names, designations, and roles. HR-declared documents confirming the employment of full-time cybersecurity experts in bidder's organization .	More than 5 years experience as Lead Auditor – Full Marks 4 to 5 years experience as Lead Auditor – 75% of Full Marks 3 years experience as Lead Auditor – 50% of Full Marks No dedicated audit team – No Marks
		3.d(ii) Minimum 3(three) number of resources with minimum experience of	Team structure documentation, including names, designations,	More than 5 years experience – Full Marks

Table 3.2.3.1(b)				
Sl. No.	Category(A)	Description of the Criteria (B)	Document Proof	Scoring Criteria
		3(three) years with information security related qualifications like CISA, CISSP, CISM. This team shall be deployed throughout the duration of the APGCL project.	and roles. HR-declared documents confirming the employment of full-time cybersecurity experts in bidder's organization .	4 to 5 years experience – 75% of Full Marks 3 years experience – 50% of Full Marks No dedicated audit team – No Marks Note: The Minimum experience of proposed resources shall be considered during evaluation
4	Audit Mapping of Regulatory Requirements & Support	4.a Mapping and Verification of Regulatory Requirements:- Cybersecurity auditing firm must demonstrate an ability to assess compliance with national cybersecurity mandates.	Sample audit reports demonstrating regulatory compliance ,certificates assessment and adherence to CERT-In, NCIIPC, and CSIRT-POWER guidelines.	Full compliance with all three regulatory frameworks – Full Marks Compliance with two regulatory frameworks – 66% of Full Marks Compliance with one regulatory framework – 33% of Full Marks No compliance mapping – No Marks
		4.b Availability, Support, and Competency of Subject Matter Experts(SMEs) for vulnerability mitigation, security enhancements, and regulatory compliance.	Documented evidence of SME availability and post-audit support strategies. HR-declared CV documents confirming the availability of SMEs in the team.	Full-time SMEs available for post-audit support – Full Marks Limited SMEs availability – 50% of Full Marks No SMEs support – No Marks

Note:

- (i) The Bidder shall provide all supporting documents as mentioned in the Table above. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the bids.

- (ii) All parameters of the technical solutions must be strictly adhered to. In case of non-compliance the submitted bid is liable for rejection.

3.2.3.2 Financial evaluation criteria:

The financial evaluation shall be calculated based on the price quoted in the Price Bid (BoQ : Part A and Part B).

SECTION-IV

4. Schedule of Requirement:

Objective

The main objective of the project is to bring all IT applications of APGCL, including the website, Dashboard, related IT hardware/network and cloud infrastructure, under the scope of ISO/IEC 27001:2022 Information Security Management System (ISMS) certification. The broad activities involved are as follows:

The scope of work shall be in two parts:

Part A: Cyber Security Audit and VAPT of the IT systems:

- a. Vulnerability Assessment & Penetration Testing (VAPT) of the Internet facing applications of APGCL.
- b. Cyber Security audit of the Web Applications of APGCL
- c. Cyber Security audit of the Data Center (DC) and Disaster Recovery (DR) locations
- d. VAPT of the existing Network and Cloud infrastructure of APGCL
- e. Phishing Simulation Exercise.

Part B: Implementation of Information Security Management Systems (ISMS) for ISO27001:2022 Certification inclusive of two numbers of Surveillance Audit.

- a. Consultancy service for Implementation of **Information Security Management Systems (ISMS)** at APGCL as per ISO 27001:2022 standard, **including issuance of ISO 27001:2022 Certification upon successful certification** through an Accredited Certification Body as per Terms and Conditions detailed in this Tender Document.
- b. **Surveillance Audits** for the IT System (**Two Numbers during the ISO 27001:2022 ISMS certification validity period**)

Note:

- The **quoted price** must include all cost associated with Cyber Security Audit including VAPT, ISMS consultant, the initial ISO 27001:2022 certification audit and two surveillance audits, including travel, accommodation, audit documentation, reporting, issuance and maintenance of **ISO 27001:2022 certification** during the certification cycle.

4.1 Details of Scope of Work:

Types of present and future activities and services required by APGCL covered/defined in this BID DOCUMENT are illustrative and indicative, but not exhaustive. The scope & deliverables may also undergo changes/updates due to implementation of new products, services, technology, projects, configuration requirements, business needs, legal and regulatory requirements etc. Service providers are expected to update and include additional relevant items in these activities to conform to global best practices and currently available knowledge base.

The auditor will have to audit all the applications, network and cloud infrastructure of APGCL as mentioned in the list below using automated tools to find out any vulnerability/ loophole in the applications, prepare a gap report and provide possible remedial measures.

4.1.1 Part A: Cyber Security Audit including VAPT Audit of the IT systems

Cyber Security Audit including Vulnerability Assessment and Penetration Testing (VAPT) and **ISMS consultancy services** leading to **ISO 27001:2022** certification shall be carried out for all IT systems of APGCL across the office locations listed below:

Table 4.1		
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	BKV	Borpani Killing Valley (BKV) Investigation Division, Jagiroad, APGCL, Assam
4	LTPS	Lakwa Thermal Power Station, Maibella, Charaideo, Assam
5	KLHEP	Karbi Langpi Hydro Electric Project & Myntriang, Karbi Anglong, Assam
6	NTPS	Namrup Thermal Power Station, Namrup, Dibrugarh, Assam
7	LKHEP	Lower Kopili Hydro Electric Project, Longku, Dima Hasao, Assam

Note:

Since the Lower Kopili Hydro Electric Project (LKHEP) has not been commissioned as on the date of floating of this tender, decision of its inclusion shall be considered within the scope of Cyber Security Audit including VAPT and ISMS consultancy services, only after complete successful installation of its IT devices and payment shall be made at the rate quoted for LKHEP in the BoQ(PART- B) by the successful bidder.

List of such Applications, network devices and cloud infrastructure are given below. If any new application/devices come into production during the contract period, the same shall also be under the purview of this work:

Table No. 4.1.1			
SL. No	Name of IT Application/ device.	No. of Application/ device under the IT system to be audited	Type of Application/ device
1.	SAP S/4 HANA 2020 (R/3) 280 approx. users Modules: 1.1 Operation & Maintenance (Plant Maintenance) 1.2 Finance & Budgeting 1.3 Human Resource Management & Payroll 1.4 Procurement & Material Management 1.5 Document Management System 1.6 Energy Chain Management 1.7 Project Management (Project Systems)	07	Web & GUI
2.	SAP Fiori Application 700 approx. users 2.1 05 Number of Roles 2.2 No Payment Gateway 2.3 No content management module (CMS) in the Application	1	Web Application

3.	APGCL Dashboard 3.3 07 Number of Roles 3.4 03 Number of Modules 3.5 24 Number of Dynamic Pages 3.6 30 Number of Input Fields 3.7 500 Number of Input Fields 3.8 No Payment Gateway		1	Web Application
4.	IT Network Infrastructure			
4.1	Firewalls(L3)	Type I	04	IT Network Device
		Type II	03	
		Type III	04	
4.2	L2 Switches	FortiSwitch-124-POE	26	
4.3	L2 Switches	FortiSwitch-108E-POE	39	
4.4	Log Analysers	FortiAnalyzer -150G	01	
4.5	Wireless Access Point(WAP)	Type-I	75	
		Type-II	01	
4.6	Desktop & Workstations		350	IT Device
4.7	Any other hardware / Software device	Network Manager	01	Software
		Network Server	01	Hardware
		Cloud-based NMS	01	Software
		Network OS(NOS)	01	
5	Cloud Infrastructure (hosted in DC-Mumbai & DR-Hyderabad)			
5.1	Data Centre(DC)		43	VM/ Firewall
5.2	Data Recovery(DR)		16	

The detailed Scope of Work for Part A is as below:

4.1.1.1 Cyber Security Audit including VAPT of all IT Systems of APGCL.

4.1.1.2 The List of existing IT systems of APGCL under Scope of Work is prescribed in **Table No. 4.1.1**. If any new application comes into production during the contract period, the same shall also be under the purview of this work.

4.1.1.3 The bidder/service provider will have to audit all the IT Systems of APGCL as mentioned in **4.1.1.2** using appropriate assessment techniques, including manual reviews, automated tools, and other relevant methodologies to find out any vulnerability/loophole in the systems, prepare a gap report and provide possible remedial measures.

4.1.1.4 Once the gaps reported in the initial audit of the IT systems of APGCL as mentioned in 4.1.1.2 are mitigated, the vendor shall re-audit the systems and provide detailed closure report along with certificates.

4.1.1.5 If any changes are made in any system after conducting Cyber Security Audit/VAPT the vendor shall re-conduct the Cyber Security Audit/VAPT and submit the audit report and certificate accordingly.

4.1.1.6 In case of any threat or vulnerability reported by any third party for the audited system, vendor shall provide root cause analysis of the issue and recommend remedial measures.

4.1.2 Part B: Implementation of Information Security Management Systems (ISMS) for ISO27001:2022 Certification inclusive of two numbers of Surveillance Audit.

Table 4.1.2		
SL. No	Description	Types of Service
1	ISMS consultant service	Consultancy
2	ISO 27001:2022 ISMS certification for IT Systems of APGCL	Certification
3	First Surveillance Audit for the IT System	Audit
4	Second Surveillance Audit for the IT System	Audit

The detailed Scope of Work for Part B is as below:

The **scope of work for Part B** to bring all IT systems of APGCL, as listed in **Table 4.1.1**, under **ISO 27001:2022** (ISMS). The scope of work includes the following:

4.1.2.1 Implementation of Information Security Management System (ISMS) Certification as per ISO 27001:2022 (ISMS).

4.1.2.2 ISMS as per ISO 27001:2022, maintenance on ongoing basis. Prepare ISMS Manual and Control Procedures.

4.1.2.3 The selected bidder / consultancy service provider must provide consultancy services as per latest ISO 27001 standard (presently ISO 27001:2022) for ISMS.

The selected bidder / consultancy service provider should consider the effort required (the resource and the equipment requirement if any) for completion of the same and provide the methodology and approach as for ISMS, best practices. The approach and methodology will be approved by APGCL

4.1.2.4 The selected bidder/consultancy service provider should start the activities for ISMS on a mutually agreed Start Date and complete all activities pertaining to the ISMS certification as per the project timelines.

4.1.2.5 The selected bidder/consultancy service provider should provide training to APGCL officials of all locations to achieve **ISO 27001:2022**.

The bidder shall ensure proper execution of the scope of work in compliance with the technical requirements, existing conditions, infrastructure and applicable guidelines.

4.1.3 Project Timelines:

4.1.3.1 Cyber Security Audit including VAPT:

Sl. No.	Description/ Milestone	Completion Period
1	Cyber Security Audit including VAPT for 1(one) audit cycle.	120 days from the effective date of Contract Agreement.
(a)	Kick-Start and submission of inception report.	
(b)	Completion of Cyber Security Audit, Vulnerability Assessment, Penetration Testing and submission of assessment report.	
(c)	Submission of Final report providing remedial measures and conducting cyber security awareness training.	
(d)	Reassessment after implementation of remedial measures/patching.	

(e)	Submission of Closure report and acceptance by APGCL.	
(f)	Submission Cyber Security Audit certificate including VAPT certificate.	

Note: Time taken for patching activities under APGCL's purview shall be excluded from the delivery schedule.

4.1.3.2 ISMS (ISO 27001:2022) certification along with 1st and 2nd surveillance audit:

Sl. No.	Description/ Milestone	Completion Period
2	First year of ISMS (ISO 27001:2022) certification period as follows:	240 days from mutually agreed Start Date
(a)	Carrying out IT Security Assessment and Gap Analysis, submission of internal audit reports, other required manuals and documents as per ISMS (ISO 27001:2022) and acceptance by APGCL.	
(b)	Submission of external audit reports for ISMS (ISO 27001:2022) and acceptance by APGCL.	
(c)	Submission of ISMS (ISO 27001:2022) certifications.	
3	1 st surveillance audit and submission of report for that year.	365 days from the date of ISO certification.
4	2 nd surveillance audit and submission of report for that year.	365 days from the date of completion 1 st surveillance audit.
5	Submission of final reports, acceptance of all deliverables and completion of work.	Within 60 days from completion of the 2 nd surveillance audit

Note:

1. The Start Date of ISMS certification activities may coincide within the ongoing Cyber Security Audit.
2. The duration of work completion excludes deliverables by APGCL.

4.1.3.2 Details of the Deliverables:

- I. Inception report including outline of Cyber security audit, ISMS (ISO 27001) requirements, audit Plan, Reporting Formats, work plan, documentation formats, dates and location of proposed Cyber audit exercise.
- II. Summary of Cyber Security Audit findings, including identification tests and the results of the tests need to be shared with concerned APGCL officials as and when required.
- III. Status Reports showing proposed vs actual progress, delays (if any), and support required, gaps identified till date etc.
- IV. Cyber Security Audit Report, its findings, conclusions, and recommendations for Gap Analysis and Plugging, as per CERT-In guidelines, need to be made to the management of APGCL as required. Recommendations should also be given for Quality Standard ISO 27001, as this is also a prime objective of the Cyber Security Audit Output.
- V. Review, suggest and prepare an ISMS policy for APGCL as per ISO 27001:2022 guidelines. Review the processes and systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- VI. Prepare and submit a detailed report with:
 - a. Cyber security and IT audit report

- b. Expert Recommendations on the identified gaps for APGCL
- VII. Bidder's responsibility includes acquisition of the ISO 27001:2022 Certificate for APGCL through the certifying agency(ies).
- VIII. The agreement with the selected bidder / consultancy service provider will be applicable for period of 3 years which includes the first ISMS (ISO 27001:2022) certification process and subsequent two surveillance audits for the certification.
- IX. ISMS Maintenance for additional two years in addition to the 1st year.
- X. Maintenance of ISO documents on a quarterly basis.
- XI. Bidder shall engage External Certification/Auditing Agency on APGCL's behalf for ISO 27001:2022 (ISMS) certification. The selected bidder / consultancy service provider would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit. The cost of engagement of the External Certification/Auditing Agency will have to be borne by the selected bidder and therefore this cost of engagement has to be factored in the bid.
- XII. The identified service provider is required to provide assistance to APGCL's internal team for closure of Information Security related /other relevant audit findings.
- XIII. Conduct risk assessment and develop/update risk mitigation & treatment plan.
- XIV. Implement an Information Security Management System based on the requirements of ISO 27001:2022
- XV. Maintenance of Asset & Risk Registers on quarterly basis.
- XVI. Conduct of Risk Assessment and Risk Treatment on quarterly basis.
- XVII. Collection and Maintenance of Security Metrics on quarterly basis.
- XVIII. Coordination and assistance during surveillance audits for ISO 27001:2022 (ISMS).
- XIX. Any other document/requirement as per the ISO 27001:2022 (ISMS).

Note:

- a. Bidder must ensure that they fully understand the Scope of Work and Terms & Conditions stated in this Bid for the purpose of bidding.
- b. Any service or work not mentioned above but required to successfully complete the work of Cyber Security Audit including VAPT of all IT Systems of APGCL in full shall be at the bidder's scope without any additional cost implication on APGCL.
- c. Preparation of any policy document & documentation not mentioned but required for ISMS(ISO 27001:2022) implementation shall be at the bidder's scope without any additional cost to APGCL.

4.2 Consignee Address Details

The Chief Information Security Officer (CISO),
 Assam Power Generation corporation Limited(APGCL)
 3RD Floor, Bijulee Bhawan, Guwahati
 District: Kamrup(Metro)
 State: Assam
 PO: Paltan Bazar
 PIN: 781001
 Email Id: ciso@apgcl.org

SECTION-V

5. Bidding Forms

Bidders shall fill-up and sign-seal and submit the below given relevant Forms – B1 to B8 and B10 to B11 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 Information Security Officer (CISO), 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 have submitted both technical and price bid for above mentioned items and our bid shall be valid for 180 (one hundred eighty days) **from the Start Date of online Bid submission.**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) If our bid is accepted, we commit to obtain a performance security in accordance with the Performance Security Deposit Clause of the Bidding Document.
- f) We are not participating, as a Bidder, in more than one bid in this bidding process.
- g) We, along with any of our, suppliers, OEM are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;
- h) 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;
- i) 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;
- j) 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;
- k) 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;
- l) 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;
- m) We understand that this bid shall constitute a binding contract between us, until a formal contract is prepared and executed; and

- n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

5.2 Bidder Information Form

FORM-B2

Bidder Information

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

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

Tender Ref. No.: _____

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

d) Email Address: *[insert Authorized Representative's email address]*

6. Years of experience in similar line of activity:

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

8. Details of the Bank Account:

(i) Name of the Bank:

(ii) Type of Account:

(iii) Account Number:

(iv) IFSC:

Signature of the Bidder/ Authorized Signatory

(Name, Address & Designation)

5.3 Details of Work Orders**FORM-B3**

Name of the Bidder: _____

Tender Reference No. _____

Name of the Client	Order No. and Date	Description of the Goods/Services 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 Work Orders.**
- ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract: Work Completion Report.**

5.4 Financial Strength of the Bidder**FORM-B4**

Certificate on Financial Strength
(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 2022-23, 2023-24, 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
	2022-23	2023-24	2024-25	2025-26	
	Audited	Audited	Audited	Audited	
Total Turnover					
Turnover from Similar Business					
Net worth					

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

Date:

Signature and seal of the CA firm

Place:

UDIN:.....

Note:

- a) *The bidder must furnish audited financial statements for the above-mentioned financial years.*
- b) *Similar business shall include*

5.5 Cash Flow Capacity**FORM-B5**

Financial Resources		
No.	Source of financing	Amount (INR)
1		
2		
3		
4		

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 ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for _____[insert Name of the Work] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____2026

For _____
(Signature)
(Name, Designation and Address)

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

Date: _____

Note:

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

5.7 Undertaking by the Bidder**FORM-B7****Affidavit**

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

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

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

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert tender number & date*] for supply of [*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 Information Security Officer (CISO),
 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*) (*Rupeesonly- 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 for 01 (one) Year from the start date of online submission of bid up to amount Rs..... (*in numeric*) (*Rupeesonly- 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*) (*Rupeesonly- In words*).
2. This Bank Guarantee shall be valid up to 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 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 Performance Bank Guarantee Format**FORMAT-B9****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.00 (Rupeesonly)** 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 (Rupeesonly)**.

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 (Rupeesonly).**

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.....00 (Rupeesonly).**
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.....

5.10 Bidder's Clarification Form**FORM-B10**
Clarification form

Conducting Cyber Security Audit Including VAPT of all IT Systems of APGCL		
Bidder's Request for Clarification		
Name of Organisation submitting request	Name and position of person submitting request	Full Formal address of the organisation including phone, mobile and email

SI No	Section/Clause No.	Reference to the Bid document	Clarifications Sought

5.11 Checklist of Documents submitted along with Technical Bid by Bidder:**FORM-B11****CHECKLIST**

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

SECTION-VI

6. General Terms and Conditions (GTC):

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

EXCEPTION AND DEVIATION PROFORMA

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

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

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

6.1 *Firm Price:*

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

The price offered in the Price Bid for the item(s) shall be based on FOR consignee location/DDP (Place of destination) price. The basic prices shall also be **inclusive of** travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site, etc.

6.2 *Performance Security Deposit:*

On receipt of the Letter of Acceptance/Work Order/Purchase 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 favour of the Chief Information Security Officer (CISO), 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 maintenance obligations, if any.

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

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

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

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

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

Apart from Bank Guarantee, Performance Security Deposit can also be submitted through Fixed Deposit (FD) and Demand Draft (DD), pledged/drawn in favor of The Chief Information Security Officer (CISO), 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.

In case, performance bank guarantee, fixed deposit, demand draft (DD) is not submitted by the bidder, then 10% of the total work order value (including P&F, freight insurance and taxes etc.) shall be deducted from the Bidder's Bill/Invoice as Performance Security Deposit and this amount shall be retained by APGCL for the entire Warranty Period/Contractual Obligation Period. If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, such amount. No interest shall be payable on such deposits.

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 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.**

6.4 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.

6.5 Acceptance of the Order/LOA:

Acceptance of the Order/LOA in writing shall be conveyed by the bidder/Contractor to the Purchaser/Employer (APGCL) within 10 (ten) days from the date of issue of the Order/LOA failing which, it will be presumed that all the Contractor has accepted the same in full.

6.6 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 in writing, the Supplier/Service Provider 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Variation of Quantity:

Bidder shall quote for the location Lower Kopili Hydro Electric Project (LKHEP) as per the Price Bid (BoQ: PART B). The financial rates quoted by the bidders/consultants for all 7 (seven) offices/plants listed in Table 4.1 under the clause 4.1.1, shall be considered for evaluation of the financial score and determining the H1 bidder.

However, APGCL, at its sole discretion, may or may not consider the location Lower Kopili Hydro Electric Project(LKHEP),Longku,Dima Hasao, Assam as in Table 4.1 (Sl. No. 7) at the time of Award of Contract.

6.13 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.

6.14 Contractual Failure:

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

6.15 Termination:

6.15.1 Termination for Default: The Purchaser ,without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, terminate the Contract in whole or in part:

- (a) If the bidder/service provider fails to deliver any or all of the Related Services/deliverables within the period specified in the Contract, or within any extension thereof granted by Purchaser, or
- (b) If the bidder/service provider, in the judgment of Purchaser has engaged in integrity violations, as defined in this Bid Document , or
- (c) If the bidder/service provider fails to perform any other obligation under contract.

6.15.2 Termination for Insolvency:

The Purchaser may at any time terminate the contract by given Notice to the bidder/service provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to Bidder/service provider provided that such termination will not prejudice or affect any right of action or remedy that has accrue or will accrue thereafter to the Purchaser.

6.15.3 Termination for Convenience:

The Purchaser, by Notice sent to the Bidder/Service provider, may terminate the Contract, in whole or in part, at any time for its convenience with mutual agreement between the Purchaser and the Bidder/Service provider. The Notice of termination shall specify that termination is for Purchaser convenience, the extent to which performance of the Bidder/Service provider under the Contract terminated and the date upon which such termination becomes effective.

6.16 Rejection:

In the event, any of the material/services provided 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 service/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/service at a reduced price as considered equitable under the circumstances.

6.17 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.

6.18 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.

6.19 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 fulfil all criteria related to Labour Laws.

The Contractor will also comply with all regulations/directives of both State & Central Government.

6.20 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 investigating 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 its 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.

6.21 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.

6.22 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 Service Provider.

6.24 Joint Venture:

If the Contractor is a joint venture, all the parties shall be jointly and severally liable to the Purchaser (APGCL) for the fulfilment 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, experience criteria, .) refer to Clause 3.1.1, Clause 3.1.2, Clause 3.1.3 .

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

6.24 Nationality and Country of Origin Requirements:

The Contractor, 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 remaining other terms constant.

6.25 Confidential Information:

- a. Any information derived or otherwise communicated by the Purchaser (APGCL) to the bidder/Consultant (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/Service Provider except for the purpose of execution of the contract.
- b. The Purchaser (APGCL) and the Supplier (Contractor) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GTC Clause Copyright.
- c. The Purchaser (APGCL) shall not use such documents, data, and other information received from the Supplier (Contractor) for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- d. The obligation of a party under GTC Sub-Clauses 6.25 (a, b, c) above, however, shall not apply to information that:
 - i. The Purchaser or Supplier need to share with 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 6.25 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 6.25 shall survive completion or termination for whatever reason, of the Contract.

6.26 Limitation of Liability:

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

6.27 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/services, the copyright in such materials shall remain vested in such third party.

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

7.1.2 The Contractor's request for payment shall be made to Chief Information Security Officer (CISO), APGCL in writing, accompanied by invoices in triplicate, describing, as appropriate, the relevant component of the Services/Solution performed, accompanied by all sign off documents by relevant APGCL officials as well as any other documents as mandated by APGCL.

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

7.1.4 The release of payments shall be milestone based and performance/ output oriented as per the given **Payment Schedule in 7.2**, where the payments shall be made for measured deliverables and outputs on acceptance by APGCL.

7.1.5 The successful bidder shall ensure that throughout the duration of the project, at least **3(three)no. CISSP, CISM, CISA certified professional and 1(One) no. ISO 27001 certified Lead Auditor in its team** are involved in the project. The bidder must provide copies of these certification holders, the bidder must immediately inform APGCL and provide details of the new certificate holders.

7.2 Terms of Payment:

Payment of the Contract Price shall be made in the following manner:

A. For Cyber Security Audit including VAPT:

Sl. No.	Description/ Milestone	Payment (% of the Contract Value)
1	On successful completion of Cyber Security Audit including VAPT for 1(one) audit cycle.	30%
(a)	Kick-Start and submission of inception report.	
(b)	Completion of Cyber Security Audit, Vulnerability Assessment, Penetration Testing and submission of assessment report.	
(c)	Submission of Final report providing possible remedial measures and conducting cyber security awareness training.	
(d)	Closure report after acceptance by APGCL.	
(e)	Cyber Security Audit certificate including VAPT certificate	

B. For ISMS (ISO 27001:2022)

Sl. No.	Description/ Milestone	Payment (% of the Contract Value)
2	On successful completion of first year ISMS (ISO 27001:2022) certification period as follows:	30%
(a)	On submission of ISMS Policy for APGCL, internal audit reports, other required policies/manuals and documents as per ISMS (ISO 27001:2022) and acceptance by APGCL.	
(b)	On submission of external audit reports for ISMS (ISO 27001:2022) and acceptance by APGCL	
(c)	On submission of ISMS (ISO 27001:2022) certifications from Accredited Certification Body.	
3	On successful completion of 1st surveillance audit and submission of report for that year.	15%
4	On successful completion of 2nd surveillance audit and submission of report for that year.	15%
5	On Submission of final reports, acceptance of all deliverables and issuance of work completion certificate by APGCL.	10%

C. Others

1. No advance payment shall be released against Contract Agreement/Purchase Order.
2. Payment shall be released after successful completion of the respective Milestones under **Clause 7.3**: Work Completion Period/Delivery Schedule.
3. The selected bidder shall obtain sign-off for each milestone completed from the APGCL and raise invoice against the same.
4. All payments shall be made after completion of all delivery milestones as per delivery schedule and deduction of applicable Liquidated Damage if any.

Payment Procedure:

Payment will be made within 45 days of receipt of invoice, subject to availability of fund.

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:

- Performance Security Deposit shall be submitted within twenty-eight (28) days of the receipt of Letter of Acceptance/Work Order/Purchase Order from the Procuring Entity (APGCL) or before signing of the Contract, whichever is earlier.
- In case of delay by the contractor in performing the activities of the Scope of Work with respect to the Project Timeline, it shall be the responsibility of the contractor to extend the validity of the Performance Security Deposit.

7.3 Work Completion Period/Delivery Schedule:

Part A: Cyber Security Audit including VAPT

Sl. No.	Description/ Milestone	Completion Period
1	Cyber Security Audit including VAPT for 1(one) audit cycle.	120 days from the effective date of Contract Agreement.
(a)	Kick-Start and submission of inception report.	
(b)	Completion of Cyber Security Audit, Vulnerability Assessment, Penetration Testing and submission of assessment report.	
(c)	Submission of Final report providing remedial measures and conducting cyber security awareness training.	
(d)	Reassessment after implementation of remedial measures/patching.	
(e)	Submission of Closure report and acceptance by APGCL.	
(f)	Submission Cyber Security Audit certificate including VAPT certificate.	

Note: Time taken for patching activities shall be excluded from the delivery schedule.

Part B: ISMS (ISO 27001:2022) certification along with 1st and 2nd surveillance audit

Sl. No.	Description/ Milestone	Completion Period
2	First year of ISMS (ISO 27001:2022) certification period as follows:	240 days from mutually agreed Start Date
(a)	Submission of internal audit reports, other required manuals and documents as per ISMS (ISO 27001:2022) and acceptance by APGCL.	
(b)	Submission of external audit reports for ISMS (ISO 27001:2022) and acceptance by APGCL.	
(c)	Submission of ISMS (ISO 27001:2022) certifications.	
3	1 st surveillance audit and submission of report for that year.	365 days from the date of ISO certification.
4	2 nd surveillance audit and submission of report for that year.	365 days from the date of completion 1 st surveillance audit.
5	Submission of final reports, acceptance of all deliverables and completion of work.	Within 60 days from completion of the 2 nd surveillance audit

Note:

1. The Start Date of ISMS certification activities may coincide within the ongoing Cyber Security Audit.
2. The duration of work completion excludes deliverables by APGCL.
3. The Effective Date of contract shall be intimated to the successful bidder at the time of Signing of Contract.
4. Liquidated damage due to delay in completion of the above-mentioned milestones shall be levied as per the Liquidated Damage Clause of this tender.

7.4 Liquidated Damage (LD):

If the service provider fails to deliver or perform the services within the period specified in the Contract as per Clause 7.3 of STC, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the STC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the STC Clause 7.4.1, as specified below. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GTC. In case of failure to deliver or perform the services or complete the work in full or to complete the delivery/complete the work within the stipulated delivery period beyond work completion schedule, the Purchaser/Employer (APGCL) shall be entitled to: -

In case of delay in work completion beyond the work completion period, APGCL shall be entitled to: -

7.4.1 Recover an amount at the rate of 0.5% (zero point five percent) of the total value of Uncompleted Work per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the total Contract Price/Work Order value of Uncompleted Work as Liquidated Damage.

However, the payment of liquidated damage shall not in any way relieve the Contractor from any of their obligation to complete the work or from any other obligation and liabilities of the Contractor under the Contract/as per work order.

7.4.2 Purchase the undelivered service from elsewhere or to complete the balance work, giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at risk and responsibility of the Contractor.

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

(**Note:** The Term "Work" in this Clause refers to supply of service of the Scope of Work of Bidder.)

7.5 Proposed Plan, Procedure, Methodology, etc.:

The following shall be provided by the bidder in their technical bid:

- (a) The Bidder shall submit the proposed plan, procedure, methodology, etc. on how they will deliver the service as per scope of work.
- (b) Any other relevant information related to the work/services.

7.6 Cyber Security Clause:

The bidder shall adhere to Guidelines issued by the Ministry of Electronics & Information Technology (MeitY), CEA, CERT-In, CSIRT-Power, Govt. of India and provide recommendations to ensure integrity, confidentiality and availability of information and resources. Bidder shall submit his signed & sealed undertaking confirmation regarding adherence to the above requirements along with all mandatory documents, etc. in technical bid.

7.7 Mandatory documents:

The bidder must upload scanned copies of the documents mentioned below, along with the technical bid, on assamtenders.gov.in, failing which the submitted bid of 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 criteria and required minimum experience as per **Table 3.1.1** and **Table 3.1.2** respectively.
(Note- Non-submission of documents related to bidder's eligibility criteria and required minimum experience as per Table 3.1.1 and Table 3.1.2 respectively shall result in the technical bid being treated as non-responsive and the bidder being rejected.)
- (d) Documents related to bidder's Firm: Certificate of registration of the Firm/Certificate of Incorporation.
- (e) Chartered Accountant certified Documents related to the bidder's average annual turnover during 3(three) consecutive Financial Year within the last 4(four) financial years (2022-23 to 2025-26).
- (f) Chartered Accountant certified Documents and certified audited copies certifying the Bidder's positive Net worth during consecutive 3(three) Financial Year (FY 2022-23 to 2025-26).
- (g) 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.**
- (h) Documents of the services offered as per Clause 7.5.
- (i) Payment proof of EMD.
- (j) **All Bidding Forms (B1 to B8 and B10 to B11), duly filled up as per the instructions provided therein.**
- (k) HR Letter of on roll technical resources with names, qualification and years of experience of the technical resources.
- (l) Work order and corresponding work completion Certificates Copy
- (m) Valid ISO/IEC 27001, ISO/IEC 17021, and ISO/IEC 27006 Certificates
- (n) Undertaking for adherence with the requirements of Clause 7.6 Cyber Security clause.
- (o) **Notarised Self Certified Document** for Not blacklisted by Govt. of India/ Banks/ PSU/ BFSI/ Govt. Organisation in India during last 3 years from the date of submitting of bid.
- (p) Signed and sealed NIT along with tender documents.
- (q) All other documents as sought in this Tender.
- (r) Any other document as deemed necessary as per this Tender.

Chief Information Security Officer(CISO),

Sd/-

APGCL, Guwahati-1