

ASSAM POWER DISTRIBUTION COMPANY LTD.

BID DOCUMENT

FOR

Selection of an agency for providing
Internet Connectivity through Wi-Fi
in Bijulee Bhawan Campus (Bijulee Bhawan HQ building
and annex RE building)



Open Tender Notice

No. APDCL/IPDS/Internet (Bijulee Bhawan)/2021/1 Dated 02/02/2021

February, 2021

**OFFICE OF THE CHIEF GENERAL MANAGER (PP & D), APDCL
6th FLOOR, BIJULEE BHAWAN**

ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
O/O Chief General Manager (PP&D), Bijulee Bhawan, Paltanbazar, Guwahati-781001

NOTICE INVITING TENDER

NIT No. APDCL/IPDS/Internet (Bijulee Bhawan)/2021/1 Dated 02/02/2021

E-tenders, with validity up to 180 (One Hundred Eighty) days from the date of opening of price bids, are invited for selection of an agency for providing Internet connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building)

The complete tender papers can be downloaded from our official website www.apdcl.org and also from <https://assamtenders.gov.in>. Interested bidders can download the Bidding Documents and commence preparation. Download of bidding document is free of cost. However, bidders must deposit online non-refundable tender processing fee of Rs. 700.00 (Rupees Seven Hundred only) while online submission of tenders in <https://assamtenders.gov.in>

All interested parties are requested to understand this BID DOCUMENT in detail in order to comply with APDCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work.

The earnest money for the work is Rs.1,00,000.00 (Rupees One Lakh Only) only. EMD should be submitted online while submission of tenders in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

For further details regarding online payment of tender processing fees and EMD, please visit the following portal: <https://assamtenders.gov.in>.

Key Dates:	Tender publishing and download start date:	 02/02/2021 (16:00 Hours)
	Pre bid meeting:	: 05/02/2021 (11:00 Hours)
	Bid submission start date:	: 06/02/2021 (14:00 Hours)
	Last date of bid submission:	: 11/02/2021 (14:00 Hours)
	Bid opening date and time:	: 12/02/2021 (14:00 Hours)

The undersigned reserves the right to reject any/all tenders without assigning any reason thereof, and to accept any tender or part of which is suitable to APDCL and to award the contract to one party or split up the contract amongst different techno-commercially qualified bidders.

For details please visit www.apdcl.org or <https://assamtenders.gov.in>

Sd/-
The CGM (PP&D), APDCL

ASSAM POWER DISTRIBUTION COMPANY LTD
GUWAHATI

Disclaimer

- A. The information contained in this BID DOCUMENT or subsequently provided, whether verbally or in documentary or in any other form by or on behalf of APDCL or any of its employees, consultants or associates, is provided to Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other relevant terms and conditions.
- B. This BID DOCUMENT is not an agreement and is neither an offer nor invitation by APDCL to the prospective Bidders or any other party. The purpose of this BID DOCUMENT is to provide interested parties with information that may be useful to them in preparation of their Bid. This BID DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by APDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This BID DOCUMENT may not be appropriate for all persons, and it is not possible for APDCL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this BID DOCUMENT. The assumptions, assessments, statements and information contained in this BID DOCUMENT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.
- C. APDCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID DOCUMENT or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way in this Bid stage.
- E. APDCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this BID DOCUMENT.
- F. APDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.
- G. The issue of this BID DOCUMENT does not imply that APDCL is bound to select a

Bidder for the Project and APDCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, travelling, food, lodging, expenses associated with any demonstrations or presentations which may be required by APDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APDCL shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Important Dates and Amounts

Dates:

a)	Tender publishing and download start date & time:	02/02/2021	16:00 Hours
b)	Pre Bid meeting	05/02/2021	11:00 Hours
c)	Bid submission start date and time:	06/02/2021	14:00 Hours
d)	Last date of Bid Submission:	11/02/2021	14:00 Hours
e)	Bid opening date & time:	12/02/2021	14:00 Hours

Amounts for Bidding:

a)	Tender Processing Fee to be submitted online while submission of tenders in https://assamtenders.gov.in	Rs.	700.00
b)	EMD (Earnest Money Deposit) to be submitted online while submission of tenders in https://assamtenders.gov.in	Rs.	1,00,000.00
N.B: For further details regarding online payment of tender processing fees and EMD, please visit the link https://assamtenders.gov.in			

Section1

Introduction

1. Introduction

- **About Assam Power Distribution Company Limited (APDCL):**

Assam Power Distribution Company Limited (APDCL) is a public limited company wholly owned by the Government of Assam. It was incorporated on the 23rd day of October'2009 and has been registered under Indian Companies Act'1956.

The primary purpose of the Company is to undertake distribution, trading and supply of electricity in the state of Assam in accordance with provisions of applicable law and all activities ancillary or appurtenant thereto. It has also the mandate to develop, maintain and operate the power distribution system in the state of Assam. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of 60 Lakhs.

- **APDCL's Vision:**

"To be the catalyst for Holistic Growth of the State of Assam by powering Agriculture and Industry; lighting homes – rural and urban & generating internal resources for continually improving Technology & Delivery System to induce Customer Delight."

- **Objective of the Bid document:**

The primary objective of the project is to select an agency for providing high speed Internet to the employees of APDCL through Wi-Fi Hotspots within Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building), APDCL Guwahati.

Section 2

Instruction to Bidders

2. Instruction to Bidders

2.1 Preamble

2.1.1 This section of the bidding document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of APDCL. It also provides information on bid submission, opening and, on contract award.

Further in all matters arising out of the provisions of this Bid or of the Bidding Documents, the laws of the Union of India shall be the governing laws and Hon'ble Gauhati High Court at Guwahati shall have exclusive jurisdiction.

2.2 General Instructions

2.2.1 All Bidders shall comply with the dates and amounts indicated in the BID DOCUMENT.

2.2.2 The Bidders shall comply with and agree to all the provisions of this BID DOCUMENT for various bidding considerations including but not limited to eligibility, costs, payments, information regarding APDCL systems, bid formats, bid submission and other considerations.

2.2.3 The Bidders shall be evaluated based on the norms and procedures laid out in Section 2 of this BID DOCUMENT

2.2.4 The Bidders shall be required to undertake and bid for the Scope of Work for the Project indicated in Section 3 of this BID DOCUMENT.

2.2.5 The Bidder shall comply with various terms and conditions provided in this BID DOCUMENT including but not limited to those provided in this BID DOCUMENT.

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

2.3 General Terms for Bidding

2.3.1 The Bidders who wish to participate in online tenders will have to procure/should have legally valid digital certificate as per Information Technology Act'2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.

2.3.2 All bids must be digitally signed.

2.3.3 Bids prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and APDCL and its associates shall be written in the English language.

- 2.3.4 If for any reason the Bid of any Selected Bidder is rejected or Letter of Intent issued to such selected Bidder is cancelled, APDCL is empowered to take decisions for any of the following:
- i) Consider the next Lowest Evaluated Bid from qualifying Bidders; or
 - ii) Annul the entire bid process; or
 - iii) Take any such measure as may be deemed fit in the sole discretion of APDCL, as applicable.
- Decision of APDCL will be final and binding on all.
- 2.3.5 Technical bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of the APDCL and shall not be returned to the Bidders.
- 2.3.6 APDCL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by APDCL.
- 2.3.7 APDCL reserves the right to independently verify the authenticity of the documents submitted/claims made by the bidder(s) during bid submission, and may also ask for presenting the original copy of the submitted document(s). Further, on such verification, if it is found that the bidder(s) has made false claims or suppressed some material information, furnished false information/statement, submitted forged documents/evidences, etc., the bid shall be liable for outright rejection, notwithstanding other rights available under the tendered Terms and Conditions for taking actions against the bidder(s), as deemed fit by APDCL.
- 2.3.8 The Bidders shall satisfy themselves, on receipt of the BID DOCUMENT, that the BID DOCUMENT is complete in all respects. Intimation of any discrepancy shall be given to APDCL's nodal person for this BID DOCUMENT immediately. If no intimation is received from any Bidder before start date of bid submission, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- 2.3.9 The BID DOCUMENT includes statements, which reflect the various assumptions arrived at by APDCL in order to give a reflection of the current status in the BID DOCUMENT. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The BID DOCUMENT does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the BID DOCUMENT and obtain independent advice from appropriate sources.
- 2.3.10 All bank related documents should be submitted only from a Scheduled/Nationalized Bank as notified by the Reserve Bank of India (RBI).
- 2.3.11 APDCL reserves the right to reject any or all tenders, wholly or partly or cancel the tender process at any stage without assigning any reason whatsoever.

2.4 Eligibility Criteria

- 2.4.1 The bidder (at least one member in case of Joint Venture) must have experience of providing Internet services of similar capacity for at least one year to at least 2 clients in last three years. A list of clients is to be submitted as per the format prescribed in Annexure 6.
- 2.4.2 Average annual turnover of the Bidder for any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e. from 2015-16 to 2019-20) must be at least Rs. **40 Lakh**. Annual turnover statements for these 3 financial years duly certified by registered Chartered Accountant with Registration No. must be furnished.
- 2.4.3 The bidder must have current and valid license for providing Internet Bandwidth in India. Bidder must submit relevant documents in this regard.
- 2.4.4 The bidder must have a Branch Office/ Service Centre at Guwahati for making liaison with APDCL in the matter of complaints etc.

2.5 Cost of Bidding

- 2.5.1 The Bidder shall bear all costs associated with the preparation and submission of its' bid including pre-bid discussions, technical and other presentations etc., and the APDCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.6 Payment of Fees by Bidders/ Consortia

- 2.6.1 Tender processing fees and EMD shall be paid online during submission of bid via <https://assamtemders.gov.in>.
- 2.6.2 Any Bid not accompanied by a substantially responsive EMD shall be rejected by APDCL as non-responsive.
- 2.6.3 The cost of all stamp duties payable for executing the BID DOCUMENT, Bid Documents or Project shall be borne by the relevant Lead Consortium Member.
- 2.6.4 No interest shall be paid to the Bidder on any amount submitted to APDCL, whether to be returned or not.
- 2.6.5 Deposition of Fees by the bidders as Bid document cost or EMD may be subject to any procedural changes in the bidding portal. In case of any such developments, the same will be communicated by APDCL in the bidding portal as well as APDCL portal.

2.7 Compliance

- 2.7.1 Any Joint Venture Member, Company, or its Subsidiary or its Affiliates shall participate as a Member of not more than one Consortium or as a sole Bidder. No Consortium Member, Company, its Subsidiary or its Affiliates or its OEM partners shall, directly or indirectly, become a party to submission of more than one Bid.

- 2.7.2 Notwithstanding anything stated above, APDCL reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Criteria and may request for any additional information/ documents. APDCL reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 2.7.3 If the bidder is a Joint Venture, Members of the Joint Venture (JV) shall be jointly and severally liable to APDCL for fulfilment of the provisions of the Contract. Only the Lead Member shall have the authority to conduct all businesses for and on behalf of the Joint Venture during the bidding process and also during contract execution in the event the Joint Venture is awarded the Contract. An agreement must be done between the members of the Joint Venture as per the format prescribed in Annexure 3. **The composition of the Joint Venture cannot be altered.**
- 2.7.3.1 Without prejudice to the above mentioned Clause 2.7.3, for the purposes of fulfilment of its obligations as laid down under the Contract where APDCL deems fit and unless the context requires otherwise, the term "Bidder" shall refer to the Lead Member of the Joint Venture who shall be the sole point of interface between APDCL and the JV and would be absolutely accountable for the performance of its own, the other members of JV and/or its Team's functions.
- 2.7.3.2 **All payments shall be made by APDCL in favour of the Lead Member.**
- 2.7.3.3 A relevant **deed in support of Joint Venture**, an agreement duly registered or certified by Notary must be submitted along with the bid. It should be accompanied by the following documents.
- 2.7.3.3.1 Power of Attorney by Lead Member authorizing an individual designated representative as per the format prescribed in Annexure 4.
- 2.7.3.3.2 Letter of Consent by each member of the Joint Venture reviewing each element of the bid as per the format prescribed in Annexure 5.

In absence of such documents, the tender **from a joint venture shall be rejected.**

2.8 Study of APDCL's existing system

- 2.8.1 APDCL shall, if required, share certain information for the benefit of the prospective Bidders. The intention of sharing the data by APDCL is to share information about its existing resources to provide an approximate picture of the existing systems at APDCL only to provide a perspective of the Scope of Work.

- 2.8.2 All Bidders are advised to visit and examine the site where the facilities are to be installed and its surrounding and obtain for itself on its own responsibility and cost all information that may necessary for preparing the Bid and entering into a contract for supply and installation of the facilities. The cost of visiting the site shall be at the bidder's own expense (Subject to Govt. of India/ Govt. of Assam's prevalent regulation / restrictions on movement of people due to Covid-19 pandemic).
- 2.8.3 The Bidder and any of its personnel or agents will be granted permission by APDCL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify APDCL and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of/ or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 2.8.4 Bidders shall never publish/quote information gathered in this process, either in full or part. APDCL is entitled to claim compensation from any defaulting bidders.

2.9 Clarifications

- 2.9.1 Bidders, may seek clarifications on this bid in writing, through email. Email should be sent to no.rapdrp.partb@gmail.com as per the format prescribed in Annexure 1.
- 2.9.2 APDCL may issue clarification only, at its sole discretion, which is considered reasonable by it.
- 2.9.3 Any such clarifications issued shall be made available in the official website of APDCL www.apdcl.org and the portal www.assamtenders.gov.in.

APDCL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

2.10 Pre-Bid Meeting

Please check the section for important dates and times for Pre Bid meeting. Survey of the existing system installed at Bijulee Bhawan HQ building and annex RE building is to be completed within the day of the Pre Bid meeting.

2.11 Method of submission of Bid/ Overview of Bid Process

The following is the bid process/bid evaluation methodology that will be adopted for appointment of Internet Service Provider.

2.11.1 The technical and commercial bids must be submitted through online mode only at <https://assamtenders.gov.in> on or before the Bid Submission Deadline. Documents shall be scanned and uploaded wherever required, while some data shall be entered manually. All required documents as per Document Checklist must be attached as a soft copy during technical bid submission. The price bid should distinctly indicate the following components

- Quoted price with clear differentiation of Taxes and Duties. The bidders are to quote FIRM rates showing break up of all taxes and duties in the 'Schedule of Price'.

2.11.2 Bidders must make online deposit of **tender processing fee** of Rs. **700.00 (Rupees Seven Hundred)** only while online submission of tenders in <https://assamtenders.gov.in>.

2.11.3 Bidders must make online deposit of **EMD (Earnest Money Deposit)** of **Rs. 1,00,000.00 (Rupees One Lakh)** only while online submission of tenders in <https://assamtenders.gov.in>

2.11.4 The Earnest Money Deposit and Tender Fees will be exempted for bidders having relevant NSIC/MSME registration. The NSIC/MSME registration copy must be submitted along with the technical bid for verification. In case, it is found that the NSIC/MSME certificate is invalid, the concerned bid will be rejected and appropriate action shall be initiated as per law.

2.11.5 Tenders received after the due date and time shall not be accepted under any circumstances.

2.11.6 APDCL may, at its discretion, extend this Bid Submission Deadline by amending the BID DOCUMENT at any time prior to opening of the Bids, in which case all rights and obligations of APDCL and the Bidders shall thereafter be subject to the deadline as extended.

2.12 Bid formats

2.12.1 The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this BID DOCUMENT in general.

2.12.2 Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

2.12.3 The Bidder shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this BID DOCUMENT.

2.13 Technical Bid

2.13.1 The Technical Bid shall contain a covering letter by the Bidder as per the format prescribed in Annexure 2.

2.13.2 Tender Fees as prescribed

2.13.3 EMD as prescribed.

2.13.4 The Bidder shall provide a clear and concise Project Plan covering the following topics as a part of the Technical Bid:

- a) Understanding of Purchaser and its requirement with clear mention of the deliverables.
- c) Detailed work plan.

2.13.5 The Technical Bid of the Bidder shall contain the detailed bill of quantities (BoQ) in the format prescribed in Annexure 8 that should commensurate with the Financial Bid without any mention of costs/ prices.

2.13.6 The BOQ shall be accompanied with the make, model, detailed specifications, literature, drawings, etc. of the supply in the Technical Bid demonstrating substantial responsiveness of the quoted Solution.

2.14 Financial Bid

2.14.1 The Financial Bid shall only be submitted electronically. No hard copy of the Financial Bid shall be submitted.

2.14.2 The Financial Bid shall be submitted as per the format prescribed in Annexure 9.

2.14.3 The Prices in the Financial Bid shall be quoted as per the Price Schedule format given in <https://assamtenders.gov.in>.

2.14.4 The Financial Bid shall clearly indicate the cost of all hardware, software, services, operation, maintenance, recurring costs, taxes, duties, and all other costs that contribute to the installation, operation and maintenance of the Project.

2.14.5 Prices quoted by the Bidder shall be firm and final, and shall remain constant throughout the period of execution of the Project and till the completion of execution of the contract, and shall not be subject to any upward modifications.

2.14.6 Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, shall be borne by the Bidder with no financial liability on APDCL.

2.14.7 Any additional item beyond the Scope of Work required for expansions during the execution period of the Project shall be supplied by the contractor keeping the specifications and price same as per the BoQ and Financial Bid, respectively.

2.14.8 All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk and absorb all costs related to foreign exchange variations during the execution of the Project.

2.14.9 The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation

purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, APDCL shall avail such discount at the time of award of contract to the Project Implementing Agency/Consortium.

2.14.10 Price quoted should clearly mention the basic cost, GST, insurance or any other taxes/duties. For any other taxes/duties please specify the nature and rate of tax with proof. The rate of claimed taxes shall be mentioned by the bidder with the un-priced BOQ in submission of the technical bid.

2.14.11 The financial bid will be evaluated on summation of basic price quoted + taxes.

2.15 Validity of the Bid

2.15.1 The offer submitted in the Bid by the Bidder/Bidding Consortium shall remain valid for a period of 180 (One Hundred Eighty) days from the date of opening of price bid.

2.16 Bid Opening

2.16.1 The Technical bid shall be opened on the due date and due time (or on the next working day, in case due date being a holiday). Bidders or their authorised representatives may be present at the time of bid opening. Technical bids submitted by bidders shall be evaluated and price bids of only the eligible bidders shall be opened on a separate date after due intimation to the concerned bidders. The technically eligible bidder with the lowest quoted prices (inclusive of all taxes) i.e. the L1 bidder shall be the successful bidder.

Section 3

Scope of Work

3 Scope of Work:

- 3.1** The broad scope of work will include providing High Speed Internet through Wi-Fi Hotspots in Bijulee Bhawan campus, including maintenance of all the software, hardware and networks components already installed for this purpose ensuring maximum availability of Internet across all the locations covered under the scope of this project. The agency shall be required to implement an end-to-end solution. The broad features of Wi-Fi Hotspot project will be inclusive but not limited to the present solution.

3.1.1 Service Level Parameters

- 3.1.1.1** Bandwidth: 150 Mbps (1:1) Leased Line Internet bandwidth (including Supply, Installation, Testing & Commissioning).
- 3.1.1.2** Quarterly and On-request monitoring of the overall performance of the network along with availability and speed.
- 3.1.1.3** Minimum 98% availability at Router end. Non compliance will invite penalty as detailed below
- 3.1.1.3.1 Below 98% down to 90%: Penalty @ 5 % of Invoiced Amount.
- 3.1.1.3.2 Below 90% down to 70%: Penalty @ 10% of Invoiced Amount.
- 3.1.1.3.3 Below 70% down to 60%: Penalty @ 15% of Invoiced Amount.
- 3.1.1.3.4 Below 60% down to 50%: Penalty @ 25% of Invoiced Amount..
- 3.1.1.3.5 If availability at Router end falls below 50 %: Penalty @ 100%
i.e. NO PAYMENT will be released for the concerned invoice period
- 3.1.1.3.6 Minimum 96% availability at each access points end (100% penalty will be imposed if availability falls below 50%). Non compliance will invite penalty @ 5% as per the following formula.
- Penalty to be imposed = $(C/B) \times A \times 0.05$
Where
A= Number of access points not meeting SLA specifications.
B= Total number of access points.
C= Total invoiced amount.
- 3.1.1.3.7 For determining availability, system generated reports must be made available to the APDCL. APDCL users should be able to generate these reports at any given point of time.
- 3.1.1.3.8 For non completion of works within stipulated schedule, penalty will be imposed as per General Conditions of Supply and Erection of APDCL.

3.2 Present Hardware Solution

APDCL has the basic infrastructure to avail high speed Internet connectivity. So it is required that the internet connectivity is provided using the present hardware structure. However, APDCL would like the intending bidders to carry out necessary survey of Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building) at their own cost for preparation of their solution and requirement of any extra Access Points for smooth running of the system including the unpriced Bill of Materials(BoM). A list of hardware already installed at APDCL Bijulee Bhawan campus is attached in Appendix A.

3.3 Additional Hardware requirement

- 3.3.1 It is estimated that an additional 15 numbers of Access Points need to be installed at the premises of Bijulee Bhawan for ensuring maximum availability of Internet for all users. The successful bidder will have to supply, install, configure, test and commission these additional Access Points in the Bijulee Bhawan campus for ensuring availability of high speed Internet at all locations. Warranty support for 2 years will also have to be provided for these devices.

3.4 Requirements from the Network Solution

- 3.4.1 Internet bandwidth requirement is 150 Mbps.
- 3.4.2 Minimum 98% availability at the router end and 96% availability at each Access point.
- 3.4.3 The network so established must be secured from all cyber threats.

3.5 Support and Maintenance

- 3.5.1 Support for maintenance of Internet connectivity at all locations under the scope of the project must be available during the entire contract period on 24x7x365 basis.
- 3.5.2 The service availability shall be constantly monitored by the successful bidder. Any fault that impacts the WAN link (excluding cable breaks) should be responded within 30 minutes and resolved within 2 hours.
- 3.5.3 In case of cable cut, faults should be attended within 2 hours and resolved within 1 day.
- 3.5.4 An escalation matrix is to be provided along with contact details in order to reach at the office hours for prompt action on grievances.
- 3.5.5 Maintenance of the existing hardware. Intending bidders are advised to carry out necessary survey of the hardware installed at Bijulee Bhawan.
- 3.5.6 The successful bidder should have auto call logging facility. If the link is down, a ticket shall be generated automatically and ticket number shall be shared with APDCL team.

3.6 Present Software Solution

- 3.6.1 A web based portal for login/authentication for Wi-Fi access.
- 3.6.2 A web based portal to create and monitor users for Wi-Fi access

- 3.6.3 Facility to restrict access based on URL application, category, signature etc. on the request.
- 3.6.4 Provision for customizable reports for Wi-Fi Access logs if required by APDCL or any regulatory body.
- 3.6.5 SMS and e-mail notifications to alert APDCL IT staff of any errors, faults and warnings
- 3.6.6 Fault reporting system with contact details.
- 3.6.7 A real-time MRTG tool with daily, weekly, monthly and yearly utilization which can be used to monitor network condition (Network availability report is desirable) against the provided terms and conditions of the Services Level Agreement.

Section 4

General Conditions of Contract

4 General Conditions of Contract

4.1.1 Governing Law

4.1.1.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court shall have sole jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

4.1.1.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

4.1.2 Settlement of Disputes

4.1.2.1 Adjudicator

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. Managing Director, APDCL.

If any dispute of any kind whatsoever shall arise between APDCL and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either APDCL or the contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon APDCL and the contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

Should the Adjudicator resign or die, or should APDCL and the contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by APDCL and the contractor as adjudicator under the Contract. Failing agreement between the two within twenty eight (28)

days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in this bid document. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between APDCL and the contractor.

Arbitration

The place of arbitration shall be Guwahati. Arbitration shall be carried out as per Arbitration Act 1996.

If either APDCL or the contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either APDCL or the bidder may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

- APDCL and the bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Managing Director, APDCL.
- If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.
- The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

- The arbitrator(s) shall give reasoned award. Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

4.1.3 Corrupt Practices

APDCL requires Bidders and all the parties involved in the work to observe the highest standard of ethics during the execution of the contract.

The following definitions apply:

- “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of APDCL, designed to influence the action of any party in a procurement process or the execution of a contract;
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- APDCL will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- After the award of the contract if it comes to the knowledge of APDCL that the contractor has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, APDCL shall forthwith terminate the Contract as per relevant provisions.

4.1.4 Payment Terms

- 70% of the onetime cost (including hardware and other costs) will be released once the necessary hardware and software are successfully installed and the same is verified by APDCL authority. The rest 30 % of the amount shall be released after successful completion of the maintenance period i.e. 12 months from the date of completion of installation of necessary software and hardware.
- Against bandwidth charges, payments will be made subject to compliance of SLA conditions on a quarterly basis.
- All payments will be released only after submission of bills in triplicate to the office of the Nodal Officer, IPDS, APDCL, Bijulee Bhawan, Guwahati-I.

4.1.5 Performance Security

A Performance Security in the form of Bank Guarantee in favour of APDCL from a Scheduled Bank/Nationalized Bank to the tune of 10% of the total work value inclusive of taxes, with validity up to 30 days beyond the date of completion of the service period will have to be submitted by the successful bidder within 14

(fourteen) days from the date of issue of the LOA. No payment will be released without submission of performance bank guarantee.

4.1.6 Service Period

The period of service will be 2 years from the date of issue of the LOA.

4.1.7 Document Checklist

Document Checklist (The bidder must submit the documents as mentioned below along with their technical bid failing which APDCL reserves the right to summarily reject the offer of the bidder)

SN	Attachment	Form of Submission	To be submitted by the Bidder / Lead Bidder of consortium
1.	Bid submission covering letter	On Official Letter Head of the bidder/lead bidder signed by the bidder/all JV members in case of a JV	√
2.	Registered and notarised Power of Attorney by the bidder authorizing an individual as designated representative for the bidder in respect of the bid.	Non-judicial stamp paper of Rs. One Hundred only.	√
3.	Client certificates		√
4.	Company profile document.		√
5.	Copy of GSTN of the bidder		√
6.	Copy of PAN Card of the bidder		√
7.	Self certification of not being under a declaration of ineligibility /banned /blacklisted for any statutory and/or performance reasons by any of the Government of ASSAM/ Government of India Departments, Agencies, or Public Sector Undertakings (PSU) including APDCL	On Official Letter Head of the bidder/ all members in case of JV	√
8.	Project Plan		√
9.	Minimum Average Annual Turnover (CA certified) of any three consecutive financial years within the last 5 (five) financial years (2015-16, 2016-17, 2017-18, 2018-2019, 2019-20) as per the format prescribed in Annexure 7		√
10.	Detail address of office (with contact		√

<i>SN</i>	<i>Attachment</i>	<i>Form of Submission</i>	<i>To be submitted by the Bidder / Lead Bidder of consortium</i>
	numbers) in Guwahati		

Annexure

Annexure 1. Format for sending query to APDCL

[Query may be sent via email to no.rapdrp.partb@gmail.com]

From:

[Reference No.]

[Address of the Bidder] [Telephone No., Fax No., Email] [Date]

To:

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
6th Floor, Bijulee Bhawan, Paltanbazar
Guwahati, Assam

Sub: Query.

Ref: Your Tender No.

Dear Sir,

Please find below our query with respect to the BID DOCUMENT subject to the terms and conditions therein:

Sr.	BID DOCUMENT	Reference Clause No.	Page No.	Concise Query
1.				
2.				
3.				

Thanking you,

Sincerely yours,

[Insert Signature here] [Insert Name here] [Insert Designation here]

Annexure 2: Format of Covering Letter by Lead Bidder for submission of Bid

[Covering Letter shall be on the official letterhead of the Lead Bidder]
Reference No.]

[From:
[Address of the Lead Consortium
Member] [Telephone No., Fax No., Email]
[Date]

To:
The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
6th Floor, Bijulee Bhawan, Paltanbazar
Guwahati, Assam

Sub: Bid for selection of an agency for providing Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building)..
, APDCL Guwahati
Ref: Your Tender No.

Dear Sir,

We, the undersigned [Insert name of the Lead Bidder Member] having read, examined and understood in detail the BID DOCUMENT for Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building).. , APDCL Guwahati hereby submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the BID DOCUMENT including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by APDCL, as amended. In token of our acceptance to the BID DOCUMENT, the same have been initialed by us and enclosed to the Bid. We shall ensure that our Consortium shall execute such requirements as per the provisions of the BID DOCUMENT and provisions of such BID DOCUMENT shall be binding on us.

2. No Deviation

We have submitted our Financial Bid strictly as per terms and formats of the BID DOCUMENT, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

3. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by APDCL in respect of any matter regarding or arising out of the BID DOCUMENT shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to fulfilling our obligations as per the BID DOCUMENT.

5. Familiarity with Relevant Indian Laws and Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the BID DOCUMENT, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the BID DOCUMENT have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person representing our Bidding Consortium supported by the Power of Attorney prescribed in the BID DOCUMENT are furnished as under:

Name :
Designation :
Company :
Address :
.....
.....
Mobile :
Phone :
Fax :
Email :

7. We are submitting herewith the Technical Bid containing duly signed formats (duly attested) as desired by you in the BID DOCUMENT for your consideration.

8. We are also submitting herewith the Financial Bid in electronic form, as per the terms and conditions in the BID DOCUMENT.

9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the BID DOCUMENT and subsequent communications from APDCL.

10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the BID DOCUMENT and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 180 (One hundred eighty) days from the date of opening of Price Bid.

12. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in the BID DOCUMENT.

13. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or

Associates in the preceding one (1) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by the us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding one (1) year from the Bid Submission Deadline.

Dated the [Insert date of the month] day of [Insert month, year] at

[Insert place].

Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

Annexure 3: Format of Agreement to be entered amongst all Members of a Joint Venture

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF JOINT VENTURE AGREEMENT BETWEEN

M/s....., M/s., M/s.
....., AND M/s. for bidding for
Tender No. datedas per its Clause

THIS Joint Venture Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns);
4. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party n," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

for the purpose of submitting the Bid in response to the BID DOCUMENT and in the event of selection as Selected Bidder to comply with the requirements as specified in the BID DOCUMENT and ensure execution of the BID DOCUMENT as may be required to be entered into with APDCL.

Party 1, Party 2, Party 3, ... and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS Clause of the BID DOCUMENT stipulates that the Bidders qualifying on the strength of a Joint Venture shall submit a legally enforceable Consortium Agreement in a format specified in the BID DOCUMENT, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the BID DOCUMENT, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the BID DOCUMENT.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Joint Venture as the Bidding Joint Venture by APDCL, we the Members of the Joint Venture and Parties to the Joint Venture Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Member], shall act as the Lead Member as defined in the BID DOCUMENT for self and agent for and on behalf of M/s....., M/s., M/s., and M/s. [the names of all the other Members of the parties to be filled in here].
2. The Lead Member is hereby authorized by the Members of Joint Venture and Parties to the Joint Venture Agreement to bind the Joint Venture and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture in discharging all their respective Roles and Responsibilities. Each Joint Venture Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the BID DOCUMENT.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Joint Venture Members, all Members of the Joint Venture and Parties shall be liable to meet the obligations under the BID DOCUMENT.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Guwahati shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the BID DOCUMENT, on behalf of the Bidding Consortium.
8. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by APDCL.

9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the BID DOCUMENT for the purposes of the Bid.

10. It is expressly understood and agreed between the Members of the Joint Venture that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the BID DOCUMENT.

11. It is clearly agreed that the Lead Member shall ensure performance indicated in the BID DOCUMENT and if one or more Joint Venture Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Joint Venture Members.

12. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of APDCL.

13. This Joint Venture Agreement:

- a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of APDCL.

IN WITNESS WHEREOF, the Parties to the Joint Venture Agreement have, through APDCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated
For M/s. (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative]
[Designation of the Authorized Representative]

1.1. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

1.2. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

2. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative]

[Designation of the Authorized Representative]

2.1. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

2.2. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

3. Common Seal of has been affixed in my/ our presence
pursuant to Board Resolution dated

For M/s. (Party 1)

[Signature of Authorized Representative]

.....
[Name of the Authorized Representative] [Designation of the Authorized
Representative]

3.1. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

3.2. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

n. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated
For M/s. (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative]
[Designation of the Authorized Representative]

n.3. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

n.4. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

Attested:

..... [Signature] (Notary Public)

Place:

Date:

Annexure 4: Format of Power of Attorney by Lead Member authorizing an Individual Designated Representative for the Joint Venture.

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we[Insert name and address of the registered office of the Lead Member of the Bidding Joint Venture] do hereby constitute, appoint, nominate and authorize Mr./Ms. [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. (the "BID DOCUMENT") datedfor selection of an agency for providing Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building), APDCL (the "Project") issued by the Assam Power Distribution Company Limited (APDCL), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the BID DOCUMENT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

Signed by the within named [Insert the name of the executant company] through the hand of Mr.duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

.....

(Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to
Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

d. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

e. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

f. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Annexure 5: Format of Letter of Consent by Joint Venture Member reviewing each element of the Bid.

[On the letter head of each Member of the Joint Venture including Lead Member]
[Reference No.]

From:
[Address of the Lead Joint Venture Member] [Telephone No., Fax No., Email]
[Date]

To:
The CGM (PP&D)
Assam Power Distribution Company Limited
6th Floor , Bijulee Bhawan, Paltan bazar
Guwahati, Assam

Sub: Bid for selection of an agency for providing Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building) in APDCL
Ref: Your Tender No. dated (the "BID DOCUMENT").

Dear Sir,

We, [Insert name of the undersigned Joint Venture Member] Member of Joint Venture Lead by [Insert name of the Lead Member] have read, examined and understood the BID DOCUMENT for selection of an agency for providing Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building) in APDCL. We hereby confirm our concurrence with the BID DOCUMENT including in particular the Joint Venture Agreement and the Bid submitted by [Insert name of the Lead Member], in response to the BID DOCUMENT. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name :
Designation :
Name of the Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

Dated the day of of 20...

Thanking you,

Yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Joint Venture Member and Company's Seal]

Business Address:

[Name and address of principal officer]

Annexure 6: Format for List of all Clients served by the bidder/each member of the Joint Venture with similar service

Sr.	Name of Client Company	Date of Letter of Award/ Work Order	Expected Date of Completion of Work (as per work order)	Actual Date of Completion of Work (attach completion certificate from Client)	Brief description of nature of Work	Contact Person, designation, email and mobile from Client Company	Confirm attachment of work order by initializing.
1.							
2.							
3.							
4.							

Annexure 7: Format for Summary of Audited Financial Statements distinctly indicating the revenue heads and turnover for 3 consecutive years of the last 5 Financial Years by the bidder.

[On the Official Letterhead of the Chartered Account.]

Reference No.]

From:

[Address of the Lead Consortium
Member]

[Telephone No., Fax No.,
Email]

To
The CGM (PP&D)
Assam Power Distribution Company Limited
6th Floor, Bijulee Bhawan, Paltanbazar
Guwahati, Assam

Sub: Audited Financial Statement for.....[Lead Member].

Ref: Your Tender No. dated (the "BID DOCUMENT").

Dear Sir,

This is to certify that [Insert name of Lead Member] having its Registered Office at [Insert Registered Address of the Lead Member] with PAN No. [Insert PAN No.] are in the business of [Insert briefly the nature of the business], have recorded the following turnovers and profits:

TURNOVER FOR 3 CONSECUTIVE FINANCIAL YEARS IN THE LAST FIVE FINANCIAL YEARS		
SN	Relevant Revenue Head	Turnover Amount (INR)
1		
2		
3		
4		
A	Total	
(In words)		

The above Turnovers and Net Profits are arrived from our Audit Reports for 3 Consecutive years (201_-1_, 201_-1_, 201_-1_) for the LAST FIVE years (201_-1_, 201_-1_, 201_-1_, 201_-1_, 201_-1_) duly submitted to the Income Tax Department along with our Audit Reports.

Hence we certify from the records submitted to us.

Thanking you,

Sincerely yours,

[Official seal of the Chartered Accountant]

Date: [Date]

Place: [Place]

.....
[Insert Name of the Chartered Accountant]

[Insert address and contact information of the Chartered Accountant]

Annexure 8: Format of bill of quantities (BoQ)

BOQ FOR INTERNET BANDWIDTH AND WIFI SERVICES AT BIJULEE BHAWAN AND ANNEXE BUILDING FOR 2 YEARS			
SN	Item	Unit	Qty
1	Supply, installation, configuration with existing system, testing and commissioning of Switch equivalent & compatible with the existing system	Nos	3
2	Supply, installation, configuration with existing system, testing and commissioning of Access Points (Outdoor) equivalent & compatible with the existing system	Nos	5
3	Supply, installation, configuration with existing system, testing and commissioning of Access Points (Indoor) equivalent & compatible with the existing system	Nos	10
4	Supply and labour charges for cabling, fitting, joining of all new equipments with the current setup (Inclusive of all)	LS	
5	Bandwidth Charge for Dedicated Leased Line of 150 Mbps per year	Years	2
6	AMC charge of equipment installed earlier per year	LS	2

Annexure 9: Format of Submission of Financial Bid (For Reference only)

[The bidder shall sign and seal the blank format of the Financial Bid as a part of the Technical Bid]

[On the letter head of the bidder]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email] [Date]

To

The CGM (PP&D)
Assam Power Distribution Company Limited
6th Floor , Bijulee Bhawan, Paltanbazar
Guwahati, Assam

Sub: Bid for selection of an agency for **providing** Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building) in APDCL

Ref: Your Tender No. dated (the "BID DOCUMENT").

Dear Sir,

We, the undersigned [Insert name of the bidder], having read, examined and understood in detail the BID DOCUMENT for selection of an agency for **providing** Internet Connectivity through Wi-Fi in Bijulee Bhawan Campus (Bijulee Bhawan HQ building and annex RE building) in APDCL and hereby submit our Financial Bid. We hereby undertake and confirm that:

- A. We have submitted our Financial Bid strictly in accordance with the BID DOCUMENT without any deviations or condition.
- B. Our Financial Bid is consistent with all the requirements of submission as stated in the BID DOCUMENT and subsequent communications from the Bid Process Coordinator.
- C. Prices quoted clearly mention the basic cost, GST, excise duty, custom duty, insurance, service tax, VAT, CST or any other taxes/duties. (For any other taxes/duties pl. specify the nature and rate of tax with proof. The rate of claimed taxes shall be mentioned by the bidder with the unpriced BOQ in submission of the technical bid.)

D. Under no circumstances shall escalation in prices of this Financial Bid be entertained by APDCL whether due to factors within or beyond control or the Bidding Consortium such as change in tax structure, currency value change, etc.

E. The details quoted herein shall stand valid at least for 12 months from the date of submission of this Financial Bid and for implementation of Project, if awarded, as per the timeframe indicated in the BID DOCUMENT.

F. Our Quoted Prices are as per the Annexure attached herein.

Dated the [Insert date of the month] day of [Insert month, year] at

[Insert place].

Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

APPENDIX A

List of Hardware and Network equipments installed at Bijulee Bhawan Campus.

S N	Equipment Name	Model No	Description	Unit	Qty
1	L2 Omni Switch 6350- PoE	0S6350P10	0S6350P10 GigE chasis with 8xRJ-45 10/100/1000BaseT, 2xSFP/RJ-45 10/100/1000BaseX Combo Ports. 1U by 1/2 rack form factor, internal AC power with country power cord, fanless. Mount kits and rubber tabletop feet order separate.	Numbers	3
2	Omni Access Stellar Access Points Outdoor	OAW-AP1251-RW	Omni Access Stellar AP1251, Tri Radio 4x4:4 802.11a/b/gn/ac MU-MIMO AP, integrated antenna, 1x2.5 GbE , !x1 GbE, integrated BLE, 1x USB , 1x 48V DC power interface, 1x Console, Unrestricted Regulatory Domain. Must not be used for US, Japan, Israel.	Numbers	6
3	Access Points		Omni Access Stellar AP1101, Tri Radio 4x4:4 802.11a/b/gn/ac MU-MIMO AP, integrated antenna, 1x2.5 GbE , !x1 GbE, integrated BLE, 1x USB , 1x 48V DC power interface, 1x Console, Unrestricted Regulatory Domain. Must not be used for US, Japan, Israel.	Numbers	12
4	UPS	Numeric/ Vertiv	2 KVA Online UPS with 1Hrs Battery Backup	Set	1
5	Firewall	Sophos	Firewall for 250 concurrent user	Set	1
6	Computer	Dell/Lenovo	Server	Numbers	1
7	Rack	Na	22 Server Rack	Set	1
8	Huawei	AR151	Layer 3 router	Numbers	1
9	MUX	ECI NPT-1010	Multiplexer	Numbers	1
10	HUAWEI	UPM_C18	Rectifiers	Numbers	1