

TENDER SPECIFICATION

STN- 1446 /2025

FOR

Cyber Security and Network Equipment & Software

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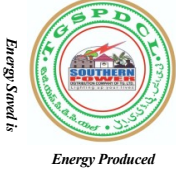
NOTE:

1. Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.
2. The bidders shall check the website www.tgsouthernpower.com and www.tender.telangana.gov.in for amendments, if any, upto one day prior to the date of tender opening. The amendments shall be binding on the bidders.
3. The purchaser will not be responsible for any damage that may be caused to the samples at any time.
4. The bidder shall furnish required Bid Security amount and validity as per specification. If the bidder fails to furnish bid security amount and bid validity as stipulated in the specification, such tender bid will not be considered for further evaluation.
5. The prospective bidders shall attend the pre-bid meeting (date and time in NIT) for any queries. The discussed queries shall be submitted in the form of a letter during pre bid meeting or within 24 hrs of pre bid meeting. Any new queries received after pre bid meeting are not liable to be considered.
6. The bid evaluation will be carried out based on the documents uploaded through www.tender.telangana.gov.in against this tender.
7. The Bids received with any details pertaining to prices in the offline mode will be liable for rejected.
8. In e-procurement commercial stage, if F&I charges are applicable then mention whether F&I charges entered are exclusive/inclusive of GST in the remarks section. If not mentioned in remarks, F&I charges will be considered as inclusive of GST.
9. EMD Exemption is considered only for Government Firms.

Ph : 040 – 23431033, 23431448

Fax : 040 – 23431034

SD/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION-I**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA
LIMITED****e-Procurement Tender Notice (Paper Notification)**

TGSPDCL intends to float tender for procurement of a) Cyber Security and Network Equipment & Software one-procurement platform.

For further details of each item above, please visit www.tgsouthernpower.org,
www.tender.telangana.gov.in.

Phone: 040-23431360, 1033, 1035, 1026

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CHIEF ENGINEER (P&MM)

ONLINE VERSION
Tender Notice No : STN-1446/2025

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	TGSPDCL
2	Office	Purchases & Material Management Wing, Corporate Office, TGSPDCL
3	Tender Number	STN-1446/2025
4	Tender Subject	Cyber Security and Network Equipment & Software
5	Delivery Schedule	The delivery of materials shall be completed within 3 (three) months from the date of receipt of purchase order
6	Tender Type	Open
7	Tender Category	NA
8	Bid Security (INR)	(i) 2% of the Ex-works quoted value (plus GST @18% in case of BG) (or) (ii) Exemption letter of Bid Security in case of Govt. firms.
9	Bid Security Payable to	In the form of DD in favour of Pay Officer/TGSPDCL / Hyd or BG from Nationalized/Scheduled Bank as per format 2(a). The validity of the bank guarantee shall be upto bid validity+45 days from the date of tender opening
10	Processing Fee (INR)	NIL
11	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs.10,000/- for quoted value of purchase upto Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable as per GST as levied by Govt. of India on transaction fee through online in favour of M/s. TSTS. The amount payable to M/s. TSTS is non refundable. <u>Corpus Fund:</u> Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Managing Director, TSTS, Hyderabad towards corpus fund at the time of concluding agreement.
12	Transaction Fee Payable to	APTS, Hyderabad
13	Date & Time of pre-bid meeting with manufacturer	10-09-2025 at 12:00Hrs
14	Schedule Sale opening date	01-09-2025 from 17:00 Hrs
15	Schedule Sale closing Date	16-09-2025 Upto 12:00 Hrs.
16	Bid Submission Closing Date & time	16-09-2025 Upto 12:00 Hrs
17	Bid submission	On Line
18	Pre-Qualification & Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	16-09-2025 at 15:00 Hrs.
19	Price Bid Opening Date (Financial Bid Stage)	18-09-2025 at 12:00 Hrs
20	Place of Tender Opening	O/o Chief Engineer/P&MM TGSPDCL., 4 th Floor, Corporate Office, Mint Compound, Hyderabad – 500 004.
21	Officer Inviting Bids/ Contact Person	Chief Engineer/P&MM/TGSPDCL/HYDERABAD
22	Address/E-mail id	O/o. Chief Engineer/P&MM TGSPDCL., 4th Floor, Corporate Office, Mint Compound, Hyderabad – 500 004
23	Contact Details/Telephone, Fax	Ph. No. 040-23431448, 040-23431319 Fax No. 040-23431034

24	Eligibility Criteria	<p>As per Section VI</p> <p>Bids shall be submitted online on www.tender.telangana.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on www.tender.telangana.gov.in platform in the website www.tender.telangana.gov.in. 2. Bidders can log-in to www.tender.telangana.gov.in platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in the tender shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, owning responsibility for their correctness/authenticity:
25	Procedure for Bid Submission	<p>a) Bid Security should be furnished</p> <p>i) In the form of DD in favor of Pay Officer/TGSPDCL/Hyderabad (or) Alternatively BG from Nationalized/Scheduled bank in favor of Chief Engineer/P&MM/ TGSPDCL/Hyd as per format-II enclosed (or)</p> <p>ii) If exempted give details of Bid Security Exemption (in case of Govt. Organization)</p> <p>b) Quantity offered</p> <p>c) Proof of manufacturer-SSI, Department of Industries, Govt. of India Enterprise etc</p> <p>d) GSTR 3B for the latest financial year shall be submitted</p> <p>e) Financial Turnover certified by CA for last 5 years</p> <p>f) Details of previous supplies along with PO copies and delivery challan copies for qualification requirement as per tender document.</p> <p>g) Performance Certificates issued by Head of Purchasing Authority (as per spec)</p> <p>h) Copies of relevant purchase order copies mentioned in the performance certificates in support of the above.</p> <p>i) ISO certification</p> <p>j) Type Test Certificates in full shape</p> <p>k) Duly filled and signed proforma as per Format A</p> <p>6. The rates should be quoted in online only</p>
		<p>6. After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of processing fee and Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the Chief Engineer/P&MM/TGSPDCL so as to reach before the date and time of opening of the technical bid. Failure to furnish any of the uploaded documents, certificates, before the date and time of opening of technical bid will entail in rejection of the bid. The Department shall not hold any risk on</p>

		<p>account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>8. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.</p> <p>9. Important Notice to Contractors, Suppliers and Department users</p> <p>(i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC Banks with e-procurement platform, which provides a facility to participating suppliers/ contractors to electronically pay the transaction fee online using their credit cards.</p>
26	Rights reserved with the Department	<p>TGSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The TGSPDCL also reserves the right to split the tender and place orders on more than one tenderer at its discretion</p>
27	General Terms and Conditions	As per tender documents.

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CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION-II
SALIENT FEATURES OF THE BID

SUPERSCRPTION ON THE TENDER COVER

Specification No : **STN- 1446/2025**

Material : **Cyber Security and Network Equipment & Software**

Officer to whom the bid will be addressed: **CE/P&MM, Corporate Office/TGSPDCL/Hyd**

Superscription on the bid cover and the outer envelope :

- a. Specification No. : **STN- 1446/2025**
- b. Due date and time for online submission : **16-09-2025 upto 12:00 Hrs**
- c. Date and time of online opening : **16-09-2025 at 15:00 Hrs**
- d. Payment of bid security
 - i) If paid give details: **DD/BG** No. _____ Dt. _____ for Rs. _____
 - ii) If exempted give details
- e. Whether 90 days validity offered(yes/no).
- f. Whether bid is made accepting payment terms Clause....(yes/no).
- g. Whether delivery is as per delivery schedule indicated....(yes/no)
- h. Whether the sample (if specified) has been enclosed/sent...(yes/no)
- i. Whether the quotation is in two parts (Yes/no)

Content of Bidding Documents:

The materials / equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

- a. Notice Inviting Bids.
- b. Salient features of the contract.
- c. Standard General terms and conditions of contract.
- d. Standard Technical specification and drawings wherever necessary.
- e. Qualification Req
- f. uirements.
- g. Schedule of requirements (Delivery Schedule)

SAMPLE FORMS.

- h. Bid Form and Price Schedules
- i. Bid Security Form
 - i. Contract Form
 - ii. Performance Security form
- i. Manufacturers' Authorization form
- j. Performance Statement
- k. Details to be furnished by the Manufacturer (Format-A)
- l. Schedule of Deviations (Technical & Commercial)

The Bidder is expected to examine all instructions, forms, terms and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

Deviations from standard bidding document

- i. General terms and Conditions of Contract
- ii Technical

The above deviations supercede the existing terms of GCC and Technical Specification

SD/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION-III GENERAL TERMS AND CONDITIONS

A. Introduction

1. Definitions

In this Contract, the following terms will be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Materials/equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Materials / equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Terms and Conditions of Contract contained in the section.
- (f) "The Purchaser" means the organization purchasing the Materials / equipment.
- (g) Vendor is a supplier who has registered with the purchaser for supply of materials/equipment.
- (h) "The Supplier" means the firm supplying the Materials / equipment and Services under this Contract.
- (i) "Day" means calendar day.

2. Applicability

These General Conditions of contract will apply to the extent that they are not superseded by provisions of Salient features of the Bid.

3(a) Standards

The Materials / equipment/product supplied under this Contract will conform to the Standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the Materials / equipment' i.e., BIS, such standards will be the latest. All material will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.

3(b) Interchangeability:

All similar materials and removable parts of similar equipment will be interchangeable with each other. A specific confirmation of this should be furnished in the bid.

4. Scope of Work:

The Scope of work consists of Supply, Installation, Testing & Commissioning of the material/equipment and providing of Onsite manpower support described at Section-IV (Schedule of Requirement) and Section-VII (Technical Specification) with Delivery FADS (Free At Destination Stores) and Consignment to IT wing, Corporate Office, TGSPDCL.

With reference to the supply of Server hardware mentioned in the technical specification of Log & Reporting solution out of NGFW, AAA system and EMS system (for storing logs and installing management consoles), if the bidder prefers to provide a common Server hardware instead of separate server hardware, then the same shall be provided with aggregated capacities for RAM, Processing capability, Storage etc, by meeting all requirements as per the respective technical specification.

5. Eligible Bidders:

As per the **Section-V** of this Bid specification.

B. THE BIDDING DOCUMENTS

6. Contents of Bidding Document:

6.1 The Materials / equipment/product required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

1. Notice Inviting Bid
2. Technical Specifications
3. Schedule of Requirements (Delivery Schedule)
4. Bid Form and Price Schedules (online only)
5. Salient Features of the Bid
6. General Terms and Conditions of Contract
7. Qualification Requirements
8. Bid Security
9. Performance Security Form
10. Schedule of Deviations

6.2 The Bidder is expected to examine all instructions, forms, terms and Technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than fifteen (15) days prior to the deadline for the submission of bids. Written copies of Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be put on Website of the purchaser or intimated by mail.

8. Amendment to Bidding Documents:

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 8.2 All such amendments also would be made available on the website of TGSPDCL and e-procurement website and such amendments will be binding on the respective Bidders.
- 8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

9. Language of Bid:

The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, will be in English.

10. Cost Associated with Bidding:

The Bidder will bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Documents Constituting the Bid:

11.1 The bid prepared by the Bidder will comprise the following components:

- i. Bid Security in accordance with Clause No.19.
- ii. A Bid Form and Price Schedule (only for online submission) completed in accordance with Clause No.12 and 13.
- iii. Documentary evidence establishing in accordance with Clause No.18 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- iv. Documentary evidence establishing that the Materials / equipment and ancillary services to be supplied by the Bidder are as per the Technical specification of the bidding documents; and
- v. Tax clearance certificate
- vi. Schedule of Deviations
 - (a) Commercial
 - (b) Technical

All the Schedules will be duly filled but not necessary in the sheets attached to the specification unless full details required in the schedules are furnished the Bids will be liable for rejection.

12. Bid Form:

The Bidder will complete the Bid form and the appropriate Price Schedule (only for online submission) furnished in the bidding documents, indicating the Materials/equipment/product to be supplied, a brief description of the Materials /equipment/product, quantity and prices.

13. Bid Prices:

- 13.1 The prices quoted shall be **FIRM**. Bids will be called for with prices FADS inclusive of packing and forwarding, GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site/stores and insurance (transit and storage at site for 45 days).
- 13.2 Even though composite price is given the break-up for all the duties, taxes, freight, insurance, packing and forwarding etc., shall be furnished.
- 13.3 It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
- 13.4 The proforma credit available to the bidder on the purchases of inputs (raw materials) /product consequent to the introduction of "MODVAT" Scheme may be taken into account while quoting the prices.

- 13.5 The Bidder shall indicate on the appropriate Price Schedule (online submission) the unit prices (where applicable) and total bid price of the Materials / equipment/product it proposes to supply under the contract.

Prices indicated on the price schedule (online) shall be entered separately in the following manner.

The price of the Materials / equipment /product quoted EX-WORKS and all other duties and taxes payable on the finished Materials /equipment/product with individual breakup for Taxes and Duties, packing and forwarding, freight and insurance etc.

14. Taxes and Duties

- 14.1 A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees, etc., he has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the GST and any other levies payable. Failure to furnish the details leads to loading as indicated in the evaluation criteria.
- 14.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the Purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual / correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the Purchaser.
- 14.3. Deemed Export Benefits: This is not applicable for local purchases with TGSPDCL funds.

15. Statutory Variations

Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TGSPDCL provided that during delivery schedule. In cases where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered date the supplier will bear the impact of such levies and if there is downward variation / revision, the TGSPDCL will be given credit to that extent.

In case of subvendor items Taxes & Duties are inclusive in tender price. No Statutory variation is applicable. Further price variations in respect of sub-vendor items will be considered on tender prices”.

This is allowed only once during delivery period i.e. at the time of delivery of goods at factory”.

16. Bid Currencies:

Prices shall be quoted in Indian Rupees; and will be paid in Indian Rupees Only.

17. Quantity to quote:

Bidder shall quote the total quantity indicated in the bid Specification. Offers less than the minimum prescribed are liable for rejection.

18. Documents Establishing Bidder’s Eligibility and Qualifications

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted will establish to the Purchaser's satisfaction:

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

- (b) that the Bidder meets the qualification criteria listed in Section-VI. In addition the Bidder may furnish full particulars regarding supply of the material in question made so far to TGSPDCL during the last 5 years and other reputed utilities.

18.1 Documents Establishing Materials / equipment/product Conformity to Bidding Documents.

The Bidder shall furnish as part of its bid, documents establishing conformity to the bidding documents of all Materials / equipment/product and services, which the Bidder proposes to supply under the Contract.

The documentary evidence of conformity of the Materials / equipment /product and the services to bidding documents may be in the form of literature, drawings, and data, and will consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Materials /equipment/product;
- (b) the bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Materials / equipment /product and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder will note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

19. Bid Security

- 19.1 The Bidder shall furnish, as part of its bid, a Bid Security in the amount of 2% (**plus GST @18% incase of BG**) of the Total Ex-works value of the materials offered against the bid. This amount should be paid by way of a crossed demand draft drawn on any schedule bank in favour of the Pay Officer, TGSPDCL and payable at headquarters of the Purchaser. The crossed DD should invariably be furnished along with the bids. **Alternatively the bidders may furnish a B.G. in original in lieu of DD as per the proforma attached.** Fax / photocopies of the bid security will not be accepted and will be rejected.
- 19.2 The fact of having enclosed bid security by **DD/BG** along with the bid should be clearly super scribed on the bid envelope.
- 19.3 Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.

19.4 Payment of BID SECURITY will be waived at the discretion of the TGSPDCL in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption before submitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than TGSPDCL will not be considered.

19.5 Requests for exemption from payment of BID SECURITY will not be entertained in any other case.

19.6 Any bid not secured as above will be rejected by the purchaser.

19.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the Purchaser.

19.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.

19.9 **The Bid Security may be forfeited:**

(a) if a Bidder:

- i. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
- ii. Does not accept the correction of errors pursuant to Clause No.29.2; or
- iii. Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.

(b) In the case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with **Clause No.36.**
- ii. To furnish performance security in accordance with **Clause No.37.**

19.10 In cases where the Bid Cover Contains superscription of having furnished Bid Security by way of **DD/B.G.** but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.

Note : The bidder shall furnish required Bid Security amount and validity (The validity of the bank guarantee shall be upto bid validity +45 days as per specification. If the bidder fails to furnish bid security amount and bid validity as stipulated in the specification, such tender bid will not be considered for further evaluation.

20. Period of Validity of Bids.

20.1 Bids shall remain valid for the period of ninety (90) days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.

The bidders should clearly super scribe on the sealed envelopes of the bids about the validity. Bids not containing superscription of validity will be rejected and returned unopened.

- 20.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by cable). The Bid Security provided under **Clause No.19** will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

21. Tax Clearance Certificates:

Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm it will be necessary to produce the certificate / certificates for the proprietor or proprietors and for each of the partners as the case may be. If the Bidder has already produced the certificate during the calendar year in which the bid is made, it will be sufficient, if particulars are given.

22. Format and Signing of Bid.

- 22.1 The Bidder shall prepare an original, clearly marking "ORIGINAL BID".
- 22.2 The original of the bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid will initial all pages of the bid, except for printed literature.
- 22.3 Any interlineations, erasures, or overwriting will be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

23. Submission, Sealing and Marking of Bids.

- 23.1 The tenderers are required to submit their bids in two parts as under:
- (i) Part-I (a) : Bid Security, Transaction Fee, Technical & Qualification Requirements.
 - (b) : Technical Bid shall contain full technical particulars and commercial terms and conditions but without prices. This should not contain any cost information whatsoever.
 - Part-II : Price Bid – containing Price **(shall be on-line only)**
Bids received with any details pertaining to prices in the offline mode will be liable for rejection.
 - (ii) The Part-I of the tender should be furnished in a sealed cover superscribing tender enquiry number, name of material, name of the bidder and date of tender opening.
 - (iii) Part-I of the bid will be opened on the due date of tender opening. In case the bidders have been granted Bid Security exemption, documentary evidence for the same must be furnished. The firms whose Bid Security is not received as specified in the tender document, the price bids will not be opened and their bids will be rejected summarily.
 - (iv) The price bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened at a later date.

Sealing and Marking of Bids.

23.2 The Bidder shall seal the bid in envelope.

23.3 The envelopes will be addressed to the Purchaser:

23.4 The sealed cover as well as the outer envelope should be super scribed as follows:

- (a) Bid Enquiry No.
- (b) Due date and time for online submission.
- (c) Date and time for online opening.
- (d) Payment of Bid Security
 - (i) If paid, give details: D.D. No. Date:
 - (ii) If not paid or exempted, give details.
- (e) Whether 90 days validity offered.....YES / NO
- (f) Whether the quotation is made accepting Payment terms clause YES/NO
- (g) Whether the delivery is as per delivery schedule indicated.... YES/NO
- (h) Whether the sample (if specified) has been enclosed/ sent... YES/NO
- (i) Whether the bid is quoted in two parts (YES/NO)

23.5 Bids not super scribed as above are liable to be rejected.

23.6 The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail. .

23.7 The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages including literature, type test reports of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids and solution shall be given in Floppy disc/ CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.

23.8 The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The TGSPDCL will not be responsible for any postal or any other transit delays.

23.9 Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and / or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.

23.10 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

23.11 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids.

24.1 Bids together with modifications if any, or other withdrawals must be received by the Purchaser not later than the deadline for submission of bids specified in the Salient features of the Bid.

24.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25. Late Bids

- 25.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

25.2 Modification and Withdrawal of Bids.

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its Bid Security.

E. Opening and Evaluation of Bids

26. Opening of Bids by the Purchaser

- 26.1 The Purchaser will open all bids meeting above criteria, at the time, on the date, and at the place specified.
- 26.2 The Bidders' names, bid modifications or withdrawals, discounts, and the presence or absence of requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 26.3 Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances.

27. Clarification of Bids

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

28. Preliminary Examination

- 28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected and its Bid Security may be forfeited.
- 28.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.

- 28.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 28.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Note : Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.

29. Evaluation and Comparison of Bids.

- 29.1 The Purchaser will evaluate and compare the bids, which have been determined to be Substantially responsive.
- 29.2 The Purchaser's evaluation of a bid will take into consideration one or more of the following factors

All the bids, which are opened, read out and considered for evaluation will be checked for qualification requirements in respect of technical and commercial aspects. Such of the bids, which do not meet the qualification requirements, will not be evaluated further. The bid is to be checked for its conformity to the technical specification. If it does not meet the technical specification, the Bid will not be evaluated further. However, if in the opinion of the purchaser the bidder has offered equipment / material better than the technical specification the same may be considered. The bid may be rejected for the following reasons:

1. Not in the prescribed form
 2. Insufficient bid security or bid not accompanied by the required bid security or proof of bid security exemption
 3. Bids not properly signed
 4. The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
 5. Bid received after the due date and time
 6. The bid is through telegram or fax
- Further, the purchaser may enquire from the bidder in writing for any clarification of the bid. The response of the bidder will also be in writing. However no change in the prices or substance of the bid will be sought, offered or permitted.
 - Bids will be examined for completeness and for any computational errors.
 - Arithmetical errors will be rectified on the following basis.
 - Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.

- Where there is a discrepancy between words and figures, the amount in words will prevail.
- Failure on the part of the bidder to agree to the above corrections will result in rejection of his offer and forfeiture of his bid security.
- It will be ensured that the required sureties have been furnished and that the documents have been properly signed.
- The purchaser's evaluation of a bid will take into consideration one or more of the following factors
 - (a) Delivery schedule offered in the bid;
 - (b) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
 - (c) The cost of components, mandatory spare parts, and service;
 - (d) The availability of spare parts and after-sales services for the equipment/product offered in the Bid;
 - (e) The projected operating and maintenance costs during the life of the equipment/product;
 - (f) The performance and productivity of the equipment/product offered;
 - (g) Other specific criteria indicated in the Bidding documents.

In addition the Purchaser's evaluation of a bid will take into account the net landed cost of the material at the final destination. For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, excise duty, any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, erection, servicing and other charges, **inclusive of GST** as called for.

In addition any variation up or down in taxes and duties / new levies introduced subsequent to bid opening and before award will be considered for comparison purposes.

The following criteria may be adopted for taxes and duties for evaluation

- a. It is the responsibility of the bidder to quote all taxes and duties correctly without leaving any column unfilled. Where taxes and duties are not applicable, the bidder should enter "NA". If no duty / tax is leviable the same may be entered as "NIL". If any column is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible Bids.
- b. Where there is an exemption of GST, the documentary evidence to that effect will be enclosed by the supplier.
- c. The bidders for supply and works shall invariably possess the GSTIN number and PAN Number for the bids above Rs. 5.00 lakhs and this must be verified before entering into contract.

- Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment terms, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.

The purchaser may waive any minor informality, non-conformity or irregularity in the bid which does not constitute a material deviation, provided such waiver does not affect the relative ranking of any bidder. The purchaser will clearly indicate in the bid specification the methodology for evaluation of bids.

- (a) Bid price, which will include all, costs of manufacture and services at manufacturing place as well as, Transportation to destination stores, packing and forwarding, insurance and all Taxes & other legally permissible duties & levies payable.
- (b) Delivery schedule offered in the bid.
- (c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
- (d) The cost of components, mandatory spare parts, and service
- (e) The availability of spare parts and after-sales services for the equipment/product offered in the Bid;
- (f) The projected operating and maintenance costs during the life of the equipment/product;
- (g) The performance and productivity of the equipment/product offered; and/or
- (h) Other specific criteria indicated in the Bid Specification.

29.3(a) The Purchaser's evaluation of a bid will take into account the Net Landed Cost of the Material at destination stores inclusive of all taxes and duties and **inclusive of GST** quoted by the Bidder. It is the responsibility of the bidder to quote all Taxes and Duties correctly without leaving any column unfilled. Where not applicable the column may be filled as "NA". If no duty / tax is leviable, the same may be filled as "NIL". If any column is left blank, the same is loaded with maximum of other eligible Bids.

29.3(b) Any statutory variations of taxes and duties and new levies imposed after opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.

29.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment terms, price schedule, taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

30. Contacting the Purchaser.

30.1 From the time of the bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

30.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

F. Award of Contract.**31. Post Qualification**

- 31.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 3.2 The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

32. Award Criteria:

The Purchaser will award the contract to the successful Bidder / Bidders whose bid has/have been determined to be substantially responsive.

However it is not binding on TGSPDCL to accept the lowest or any other Bid. It reserves the right to place orders on different Bidders.

33. Purchaser's Right to Vary Quantities at Time of Award

- 33.1 The Purchaser reserves the right at the time of contract award to increase or decrease **upto 50% of** the quantity of Materials / equipment/product and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 33.2 The purchaser reserves the right to vary the ordered quantity by +/- **50%** during the execution of the contract.

34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

35. Notification of Award

- 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the Successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 35.2 The notification of award will constitute the formation of the Contract.
- 35.3 Upon the successful Bidder's furnishing of the performance security, the Purchaser enters into contract with successful Bidder / Bidders. The Purchaser will notify each unsuccessful Bidder and will discharge its Bid Security.

36. Signing of Contract:

The Purchaser notifies the successful Bidder that its bid has been accepted. Within 30 (thirty days) of receipt of notification of award of Contract, the successful Bidder will sign and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the bid security.

37. Performance Security:

- 37.1 Within Fifteen (15) days of receipt of the notification of Contract award. The successful Bidder will furnish to the Purchaser the performance security for an amount 10% of the contract value for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations. The Performance Security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material will be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

- 37.2 The proceeds of the performance security will be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 37.3 The performance security will be...
- (a) A bank guarantee issued by a **nationalized bank/Scheduled bank** acceptable to the Purchaser, in the form provided in the bidding documents.
 - (b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of the Purchaser drawn on any scheduled bank.

- 37.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

- 37.5 **Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security and the balance to make up the performance security deposit will be deducted from pending payments if any due to the tenderer from TGSPDCL on other orders in addition the company will also become liable for being blacklisted by TGSPDCL**

38. Corrupt or Fraudulent Practices

It is essential that the Purchaser as well as Bidder / supplier / contractor for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

(iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

39. Use of Contract Documents and Information:

- 39.1 The Supplier will not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- 39.2 The Supplier will not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 39.3 Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.
- 39.4 The Supplier will permit the Purchaser or his authorized representative to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Supplier.

40. Patent Rights

The Supplier will indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Materials / equipment/product or any part thereof.

41. Places / Locations:

Particulars of site location and nearest rail heads to which the equipments / material/product have to be supplied will be given to successful Bidders.

42. Delivery:

Delivery & Installation to be completed within **3 Months** from the date of issue of Purchase Order.

43. Delivery Documents

- 43.1 Delivery of the Product will be made by the supplier in accordance with the terms specified in the contract. All the software license documents clearly mentioning the quantity and product details must be submitted to the Chief Engineer/IT/TGSPDCL.

44. Warranty & AMC

- 44.1 The supplier will warrant for the satisfactory functioning of the material/equipment as per specification for a period of **3 YEARS Comprehensive Onsite OEM Warranty** from the date of commissioning of the material/equipment in good condition along with 24/7 technical support and next business day advance hardware replacement from OEM for 3 years.
- 44.2 Software upgrades/updates shall be covered as part of the warranty.
- 44.3 All subscriptions and licenses should be provided from day one (date of commissioning) for 3 years.
- 44.4 The Bidder should submit cost particulars for the AMC of equipment for 4th & 5th year (i.e., for AMC after completion of the 3 Years Warranty period) as per the Annexure.

45. Payment

- 45.1 “100% payment will be arranged on or after 30 days from the date receipt of material/equipment at the destination/stores (i.e.103 entry in SAP module) duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank details while entering into contract for electronic transfer of payments.

Note:

- i) The date of delivery would be the date on which the stores officer certifies the receipt of materials at stores in good condition 103 entry in SAP module in respective of the date of check measurement.
 - ii) Form 13 shall be issued subject to material taken into stock in good condition (i.e., 105 entry in SAP module).
 - iii) The performance guarantee to be executed in accordance with this specification shall be furnished on a stamp value of Rs.100/- The performance guarantee shall be from any Nationalized/Scheduled Bank. Performance Guarantee to the extent of 10% value of purchase order valid upto 2 months over and above the guarantee period to draw 100% payment.
The performance guarantee has to be extended suitably by you in accordance with the guarantee clause, so that the last consignment against the order is covered by the guarantee.
 - iv) If you have received any over payments by mistake or if any amounts are due to the TGSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of the subject specification, the TGSPDCL reserves the right to collect the same from any other amounts and/or bank guarantee given by you due to or with the TGSPDCL.
 - v) When you do not at any time, fulfill your obligations in replacing / rectifying etc., of the damaged/ defective materials in part or whole promptly to the satisfaction of the TGSPDCL officers, the TGSPDCL reserves the right not to accept the bills against subsequent despatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damages occurring to the consignment so despatched.
- 45.2 The 100% payment mentioned above is subject to on submission of performance security as per Clause-37 by the supplier.
- 45.3 The supplier should invariably submit test certificates, if any and other documents, the purchaser specifies as soon as dispatch is made so that they can be checked and approved well in advance.
- 45.4 The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably. In accordance with the provisions of Clause-37.
- 45.5 If the supplier has received any over payments by mistake or if any amounts are due to the TGSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TGSPDCL reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TGSPDCL.
- 45.6 When the supplier does not at any time, fulfill his obligations in replacing/rectifying etc., of the damaged/defective materials in part or whole promptly to the satisfaction of the TGSPDCL Officers, the TGSPDCL reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.

- 45.7 The payment for the Onsite Manpower support will be made every quarter on arrear basis (i.e., after the completion of each quarterly period).

46. Prices

Prices charged by the Supplier for Materials / equipment/product delivered and Services performed under the Contract will not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustment authorized in the contract.

47. Change Orders

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) Solution or specifications, where Materials/equipment/product to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

48. Contract Amendments

No variation in or modification of the terms of the Contract will be made except by written amendment by the Purchaser and accepted by the supplier.

49. Assignment

The Supplier will not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

50. Delays in Supplier's Performance

- 50.1 Delivery of the Materials / equipment/product will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 50.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment/product, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.
- 50.3 Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

51. Penalty for delay in supplies

The delivery of materials /product as per the agreed schedule of delivery is the essence of the contract and no extension of the time for delivery would be allowed except under recognized force majeure conditions.

For supplies made beyond the agreed delivery schedule, penalty shall be levied for an amount of equivalent to ½ % of the ex-works value of the material not delivered within the prescribed time limit for every week of delay or part thereof subject to a maximum of 5% of cost of the undelivered portion within scheduled time.

The date of certified receipt of material/product at destination stores in good condition will be taken as the date of delivery. For calculation of penalty, the date of receipt of material/product at destination stores is the "Date of Delivery" subject to the condition that, the materials is received in good condition. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

Any variation up or down in Excise Duty, or Sales Tax or other statutory levies, or new levies introduced after placing of the order, under this specification, shall be to the TGSPDCL's account, provided that, the delivery schedules are adhered to by the supplier. In case, if there are increase in excise duty or sales tax or other statutory levies or new levies after the agreed delivery dates, the supplier shall bear the impact of these levies and if there is downward variation/revision TGSPDCL shall be given credit to that extent.

In case you do not adhere to the delivery schedule the TGSPDCL reserves the right to purchase the balance quantity from the open market and recover expenditure incurred from you. This is in addition to the right of the TGSPDCL mentioned in first para of this clause and under law

52. Risk purchase:

In case of supplier who has not adhered to the delivery schedule, the TGSPDCL reserves the right to purchase the balance quantity from the open market/floating another tender and recover the extra expenditure thus incurred from the supplier.

53. Termination for Default

53.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- i. If the Supplier fails to deliver any or all of the Materials / equipment/product within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
- ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

53.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials / equipment/product or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials / equipment/product or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

54. Termination for Insolvency

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

55. Termination for Convenience

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

- 55.2 However the Materials / equipment/product that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

56. Force Majeure

- 56.1 The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 56.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

No price variance will be allowed during the period of force majeure.

57. Settlement of Disputes

- 57.1 If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

- 57.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party 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.

- 57.3 Any dispute of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials / equipment/product under the Contract.

- 57.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:

- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act. 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
- (b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.

- (c) Arbitration Proceedings will be held at Purchaser's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.
- (d) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
- (e) Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

57.5 Notwithstanding any reference to arbitration herein,

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

58. Jurisdiction

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Purchaser's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

59. Notices

- 59.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.
- 59.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.

60. Foreign Exchange

No Foreign Exchange is available or expected for this purchase. Offers which do not require release of F.E. or procurement of import license by TGSPDCL only will be considered. Where some of the components are to be imported the manufacturer will have to make their own arrangements for import license etc., and should not look for any assistance from TGSPDCL.

Sd/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION – IV

SCHEDULE OF REQUIREMENT

Sl. No.	Item Description	Qty. in (Nos.)	Stores
1	Supply, Installation, Testing & Commissioning of Next Generation Firewall (NGFW) with 3 years Unified Threat Management (UTM) full license subscription bundle, as per technical specification	2	City Stores Hyderabad
2	Supply, Installation, Testing & Commissioning of dedicated Log & Reporting Solution (out of NGFW) as per technical specification	1	
3	Supply, Installation, Testing & Commissioning of dedicated hardware based Web Application Firewall (WAF) as per technical specification	2	
4	Supply, Installation, Testing & Commissioning of AAA System with Multi-factor authentication , as per technical specification	1	
5	Supply, Installation, Testing & Commissioning of Enterprise Monitoring System (EMS) , as per technical specification	1	
6	Supply, Installation, Testing & Commissioning of 24-port Network Switches (for Perimeter/ISP & DMZ) , as per technical specification	4	
7	Providing of Onsite Manpower Support with One resident engineer in regular day shift in TGSPDCL Data Center for Security Administration & Network monitoring (for 3 years), after the successful commissioning of the equipment		
	i) Cost for 1st Year - Onsite Manpower Support	LS	
	ii) Cost for 2nd Year - Onsite Manpower Support	LS	
	iii) Cost for 3rd Year - Onsite Manpower Support	LS	

Note:

1. The Tenderer should quote the rates for free at destination stores and shall fill the price schedule.
2. The Supply, installation, testing and commissioning shall be completed within 3 months from the date of issue of purchase order.
3. The quantities mentioned above are to be supplied to suit TGSPDCL requirements

Sd/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION – V
QUALIFICATION REQUIREMENTS

1. The bidder should be a registered Company under the Companies Act 1956/2013 and also registered with GST Council.
2. The bidder should be Original Equipment manufacturer (OEM)/Authorized Partner/service provider of the OEM. If the bidder is an authorized dealer of OEM, then the following documents are to be submitted;
 - a) The authorized dealer of OEM shall submit tender specific Authorization letter with tender specification number from OEM at the time of tender, stating that the OEM is responsible for the specified warranty of the equipment to be supplied.
 - b) OEM should have authorized service centers in India with sufficient spares as per the contract.
3. The bidder/OEM should be in existence for the last 5 financial years in similar line of business i.e. manufacture and/or supply and maintenance of the offered items during last five years. The necessary documentary proof to be enclosed.
4. The bidder should have manufactured/supplied to any State/ Central Govt. /Public Sector Undertakings including Nationalized banks, at least 40% of the quoted value of similar Cyber Security & Network solution indicated in the “Schedule of Requirement” during the last Three (3) financial years i.e., 2022-23, 2023-24 & 2024-25. Necessary documentary evidences (i.e., Purchase order copies, Satisfactory Completion certificate etc.,) shall be enclosed.
5. At least, 20% of similar Cyber Security & Network solution offered by the bidder against this specification, should be in successful operation in any State/ Central Govt. /Public Sector Undertakings including Nationalized banks for atleast 2 years during the last Five (5) financial years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25. Necessary documentary evidence (Purchase order copies & Performance certificates issued by Head of Purchasing authority) shall be enclosed.
6. The Bidder must be a profit-making firm with annual turnover of not less than 100% value now quoted, in each of the last Three (3) financial years i.e., 2022-23, 2023-24 & 2024-25, as per the audited balance sheet. Provisional Balance Sheet shall be submitted in case audited balance sheet is not finalized. The financial turnover Certificate issued by a CA for last Three (3) years may be enclosed. The necessary documentary evidence should be produced in support of the same.
7. The products being quoted by the bidder should not be declared as “end-of-sale” within Six (6) months from the date of delivery and OEM should support the products quoted for at least Seven (7) years from the date of award of work. The bidder should submit the declaration letter from OEM in this regard.
8. Any company/vendor/supplier/contractor that is blacklisted / debarred by any other power utility is not eligible to participate in the tenders. The bidders shall have to furnish an undertaking in the prescribed format regarding any relation to the promoters of blacklisted / debarred companies by any utility. Any false information furnished in the declaration while rendering bid, such contract is liable for termination as well as recovery of damages.

9. Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have...
 - a. made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and / or
 - b. record of poor performance such as not properly completing the contract, inordinate delays in supply completion, litigation history or financial failure etc.
10. Notwithstanding anything stated above the purchaser reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser.
11. Restrictions under rule 144(XI) of General Financial Rules (GFR):
 - a. A bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is regarded as "sub contracting".
 - b. However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

While participating in bid, Bidder has to undertake compliance of above clauses and any false declarations and non- compliance of above clauses would be a ground for immediate termination of the contract and further legal action in accordance with the Laws.

Sd/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION – VI
AMC COST PARTICULARS

SUB: AMC Cost for the 4th & 5th year (i.e., after completion of the 3 Years Warranty period) for the material/equipment to be supplied as per the bid specification.

Sir,

Please find below the AMC cost particulars for the 4th & 5th year (i.e., after completion of the 3 Years Warranty period) exclusive of Taxes.

S. No	Item Description	AMC Cost (in Rs.)
1.	AMC Cost for the 4 th year	
2.	AMC Cost for the 5 th year	

Note: 1). AMC cost quoted will not be considered for evaluation of L1 in the tender.
2). AMC to be provided with back-to-back OEM support

Signature of the Bidder

Sd/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION – VII
TECHNICAL SPECIFICATION FOR NEXT GENERATION FIREWALL (NGFW)
INCLUDING LOG & REPORTING SOLUTION

S.No	Minimum Requirement Specification	Compliance (Yes/No)
	Hardware	
1	The Proposed Firewall should be an appliance based with Three (3) years Unified Threat Management (UTM) full license subscription bundle with Security features like IPS, Application Control, File Control, Web filtering, Anti-Malware protection, Gateway Antivirus, Zero day threat protection, Denial of Service protection, Geo-location prevention, BOT protection, Data Loss prevention, DNS Security etc.	
2	The proposed Firewall should have 4 or more 25G SFP28 Slots, 4 or more 10G SFP+ slots and 4 or more 1G SFP slots fully populated with respective multimode transceivers from day 1. The required 5 mtr fibre optic cables to be supplied.	
3	The proposed Firewall should provide 8 or more gigabit RJ45 interfaces, Dedicated HA Port & Management port. The required cables to be supplied.	
4	The proposed Firewall should have 1 console port and 1 or more USB ports.	
5	The proposed Firewall should have dual redundant power supply.	
	Performance	
6	The proposed Firewall IPS throughput should be 20 Gbps or more	
7	The proposed Firewall IPSec VPN throughput should be 20 Gbps or more	
8	The proposed Firewall Threat protection throughput should be 15 Gbps or more (All protections enabled)	
9	The proposed Firewall should support 30,00,000 or more concurrent connections	
10	The proposed Firewall should support 3,00,000 or more new sessions per second processing.	
11	The proposed Firewall should support Virtualization (ie., Virtual Systems / Virtual Domains/multiple instances) with full security features on each such virtual system. The proposed Firewall should be having 10 or more virtual system license from day one.	
	Features	
12	The proposed Firewall OS should be "IPv6 Phase II Ready" certified	
13	The proposed Firewall should support "bridge mode" or "transparent mode" apart from the standard NAT mode	
14	The proposed Firewall should provide NAT functionality, including PAT. The proposed Firewall should support NAT 66, NAT 64, Static NAT IPv4 to IPv6 and vice versa and IPv6-IPv4 tunneling or dual stack.	
15	The proposed Firewall should support IPv4 & IPv6 policies	
16	The proposed Firewall should Provision to create secure zones / DMZ (ie Multi- Zone support)	
17	The proposed Firewall should support the standard based Multi-Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth.	
18	The proposed Firewall should support VLAN tagging (IEEE 802.1q) in NAT/Route mode	
19	The proposed Firewall should support Static routing and Dynamic Routing (RIP, OSPF & BGP)	
20	The proposed Firewall should support Active-Active Clustering.	
21	The proposed Firewall should support ISP Load balancing/ Link Sharing and Failover	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
22	The proposed Firewall should support multi-path intelligence based on link quality criteria	
23	The proposed Firewall should support link performance check based on packet loss, latency & jitter	
24	The proposed Firewall should support application specific rules based on SLA strategy	
25	The proposed Firewall should support high performance deep packet inspection for application identification and control	
	Authentication	
26	The proposed Firewall should support User-Group based Authentication (Identity based Firewalling) & Scheduling	
27	The proposed Firewall should support authentication servers – RADIUS, LDAP & Active Directory	
28	The proposed Firewall should support for RSA Secure ID or other Token based Products with license for 1200 soft tokens supporting both Android & iOS mobiles	
	VPN	
29	The proposed Firewall should support protocols such as DES & 3DES, MD5, SHA-1, SHA-256 authentication, Diffie- Hellman Group 1, Group 2, Group 5, Group 14, Internet Key Exchange (IKE) v1 as well as IKE v2 algorithm, The new encryption standard AES 128, 192 & 256	
30	The proposed Firewall should have integrated client VPN with support for atleast 2000 VPN users.	
31	The proposed Firewall should provide license for a total of 1200 concurrent VPN users from day one	
32	The proposed Firewall should support IPSec Site-to-Site and Site-to-Client VPN, with license for atleast 50 Site-to-Site VPN from day one	
33	The proposed Firewall should mandatorily support for Client based VPN	
34	The proposed Firewall should support Windows, Linux and MAC OS for VPN	
35	The proposed Firewall should support NAT within IPSec VPN tunnels	
36	The proposed Firewall should support Stateful failover for both Firewall and VPN sessions.	
37	The proposed Firewall should support restricting the remote user access to applications only and not entire network	
38	The proposed Firewall should support restricting the VPN user to single login. If the feature is not natively available on firewall, then the bidder should provide & implement required solution along with firewall to achieve this requirement.	
39	The proposed Firewall should support mac address check for VPN users before connecting the VPN	
40	The proposed Firewall should support remote user posture check like Antivirus status, Operating system version before connecting the VPN.	
41	The proposed Firewall should provide the license for host-check and posture check for 25 VPN users from day one.	
	IPS	
42	The proposed Firewall should have a built-in Signature and Anomaly based IPS engine on the same unit.	
43	The proposed Firewall should get regularly updated with latest signatures for protection from all new threats	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
44	The proposed Firewall should prevent denial of service and distributed Denial of Service attacks based on thresholds.	
45	The proposed Firewall should also include Botnet filtering and detecting and preventing Botnet command and control traffic	
46	The proposed Firewall should support user-defined signatures (i.e., Custom Signatures) with Regular Expressions.	
	Application Control	
47	The proposed Firewall should have Application control feature with option for custom signatures	
48	The proposed Firewall should perform Traffic Shaping based on applications	
49	The proposed Firewall should control popular IM/P2P, proxy applications regardless of port/protocol	
	Gateway Antivirus	
50	The appliance should facilitate embedded anti-virus/ anti-malware support	
51	Gateway AV/ Anti-malware should be supported for real-time detection of viruses and malicious code for HTTP, HTTPS, FTP, SMTP, SMTPS, POP3 and IMAP protocols	
52	The proposed Firewall should have configurable policy options. Possible to select traffic to scan for viruses	
53	The proposed Firewall should be able to integrate with the APT solution for unknown malware analysis protection.	
54	The proposed Firewall should support advanced anti-malware detection system for identifying and mitigating Advanced Persistent Threats together with superior, industry-validated AV signatures, which identifies standard AV threats, shall use advanced heuristics to determine malicious behavior.	
55	The proposed Firewall should have option to exclude certain files from submitting to the sandbox	
56	The proposed Firewall should be able to integrate with external threat feeds to add malware signatures in the form of MD5, SHA1 and SHA256 Hashes and scan the files against these malware signatures	
	Web Filtering	
57	The appliance should facilitate embedded Web Content and URL Filtering feature	
58	Web content and URL filtering solution should work independently without the need to integrate with External proxy server.	
59	URL database should have 100 million or more URLs under more than 50 categories	
60	The proposed Firewall should be able to block different categories/sites based on User Authentication.	
	Management, Log & Reporting	
61	The proposed Firewall should support management either through GUI/CLI or through Central Management	
62	The proposed Firewall should support logging to multiple syslog servers.	
63	Log & Reporting should be a dedicated solution out of the Firewall and should maintain logs for atleast 6 months. This should act as a log server	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
64	The log & reporting tool needs to be bundled or quoted along with the solution. The logging and analysis should either be an appliance (hardware or virtual) or on a dedicated Server platform. The necessary rack mountable Server hardware should be supplied & installed with required OS, DB, atleast 32GB RAM with corresponding processing capacity, atleast 5 TB Usable Internal Storage after RAID 5/6, atleast 1 No. 16G FC port populated with module, 2X1G RJ45 ports, rack mounting kit, necessary cables and all necessary licenses along with the 3 years comprehensive warranty.	
65	The Log & Reporting platform must provide a means of viewing, filtering and managing the log data.	
66	The logs must contain information about the firewall policy rule that triggered the log.	
67	The Log & Reporting platform must provide multiple report output types or formats, such as PDF, HTML, and CSV.	
68	The log & reporting platform must provide risk reports like advanced malware, attacks and network	
69	The Log & Reporting platform must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG).	
70	The log & reporting platform must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.	
71	The proposed Firewall and the Log & Reporting platform must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs), and log management tools.	
	Warranty and Conditions	
72	The proposed Firewall should be supplied with 3 years comprehensive OEM warranty with 24/7 technical support and next business day advance hardware replacement	
73	All necessary subscriptions and licenses should be provided from day one (i.e., from date of commissioning) for 3 years.	
74	The proposed Firewall should be Rack mountable and shall be supplied with Rack mounting kit & all necessary power accessories.	

TECHNICAL SPECIFICATION FOR WEB APPLICATION FIREWALL (WAF)

S.No	Minimum Requirement Specification	Compliance (Yes/No)
1	The proposed Web Application Firewall (WAF) should be dedicated appliance based and not part of ADC and should provide specialized application threat protection.	
2	The proposed WAF should protect against application-level attacks targeted at web applications.	
3	The proposed WAF should provide protection against sophisticated threats like SQL injection and cross-site scripting including OWASP top 10 threats.	
4	Appliance should not have any license based restriction on the number of applications.	
5	The proposed WAF should support Automatic signature update and install	
6	Device should have Sub Millisecond Latency	
7	The proposed WAF should deliver at least 1 Gbps of WAF throughput	
8	The proposed WAF should provide have minimum 4 no's of 1G RJ45 ports	
9	The proposed WAF should support atleast 4 nos of 1GB SFP slots and should be fully populated with modules	
10	The proposed WAF should have minimum 400 GB of Storage space	
11	The proposed WAF should have dual redundant power supply	
12	The proposed WAF should provide Dual-stack support for both IPv4 to IPv6 and IPv6 to IPv4 communication.	
13	The appliance should be able to perform in multiple modes such as Active mode, passive mode, Transparent mode, Reverse proxy mode,	
14	Appliance should continuously track the availability of the Servers being protected.	
15	The proposed WAF should support integration with external or inbuilt Web Vulnerability Scanner to detect existing vulnerabilities in the protected web applications	
16	The proposed WAF should have Data Leak Prevention module to analyse all outbound traffic alerting/blocking any credit card leakage and information disclosure	
17	The proposed WAF should provide controls to meet PCI compliance requirements for web application servers.	
18	The proposed WAF should have controls for Anti Web Defacement and provide ability to check the authorized version of the website content.	
19	The solution should offer an on-board Anti-Virus solution for blocking the virus/malware file uploads into the servers from outside and the database should be updated automatically.	
20	The proposed WAF should enforce strict RFC compliance check to prevent attacks such as encoding attacks, buffer overflows and other application specific attacks.	
21	The proposed WAF should support automatic signature updates to protect against known and potential application security threats.	
22	The proposed WAF should support XML firewall capability with schema validation, XML Firewall, IPS and routing capabilities.	
23	The proposed WAF should Include policies for network and application layer denial of service threats	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
24	The proposed WAF should support XML Application protection	
25	The proposed WAF should have built in policies	
26	The proposed WAF should support custom signatures	
27	The proposed WAF should provide ability to allow/ deny URL access	
28	The proposed WAF should provide Ability to define different policies for different applications	
29	The proposed WAF should provide Ability to create custom attack signatures or events	
30	The proposed WAF should provide Ability to combine detection and prevention	
31	The proposed WAF should protect certain hidden form fields.	
32	The proposed WAF should provide ability to allow or deny a specific URL access.	
33	WAF should support Normalization methods such as URL Decoding, Null Byte string, termination, converting back slash to forward slash character etc..	
34	A given user must be enforced to follow a sequence of pages while accessing.	
35	The proposed WAF should provide a statistical view on collected application traffic	
36	The proposed WAF should have controls against Brute force attacks	
37	The proposed WAF should Detect brute force attack (repeated requests for the same resource) against any part of the applications	
38	The proposed WAF should provide Custom brute force attack detection for applications that do not return 401.	
39	The proposed WAF should provide Protection against SYN-flood type of attacks	
40	The proposed WAF should be able to protect Cookie Poisoning and Cookie Tampering.	
41	The proposed WAF should support multiple HTTP versions	
42	The proposed WAF should support restricting the methods used.	
43	The proposed WAF should support restricting the method exceptions.	
44	The proposed WAF should validate header length, content length, Body length, Parameter length, body line length etc..	
45	The device must be supported in reverse proxy mode	
46	Appliance should be able to terminate SSL	
47	The proposed WAF should Passively decrypt SSL	
48	Client certificates should be supported in passive mode and active mode.	
49	In termination mode, the backend traffic (i.e. the traffic from the WAF to the web server) can be encrypted via SSL	
50	The proposed WAF should support High Availability in active /Passive, Configuration Sync modes.	
51	WAF appliance should have application-aware load-balancing engine to distribute traffic and route content across multiple web servers.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
52	The vulnerability scan should identify vulnerabilities such as XSS, SQL injection, Source code disclosure, HTTP Request Smuggling, Common web server vulnerabilities etc..	
53	Solution should be capable of detecting and distinguishing two sets of Bots from the Internet: Known search engines, Bad robots (scanners, crawlers, spiders)	
54	The proposed WAF should be able to scan the authenticated applications.	
55	The proposed WAF should support exclusions in scanning by the administrator.	
56	The proposed WAF should support Secure Administrative Access using HTTPS and SSH	
57	The proposed WAF should support Role Based Access Control for Management	
58	The proposed WAF should support multi-tenancy feature via administrative domains	
59	Separate network interface for SSH/HTTPS access.	
60	The proposed WAF should provide Ability to identify and notify system faults and loss of performance	
61	The proposed WAF should support multiple log formats such as CSV, Syslog, TXT, etc.	
62	The proposed WAF should be able to send logs to Syslog server.	
63	The proposed WAF should support inbuilt reporting and sending report via E-Mail	
64	The proposed WAF should support report formats in PDF, HTML etc.	
65	The proposed WAF should generate comprehensive event reports	
66	The proposed WAF should be supplied with 3 years comprehensive OEM warranty with 24/7 technical support and next business day advance hardware replacement	
67	All necessary subscriptions and licenses should be provided from day one (i.e., from date of commissioning) for 3 years.	
68	The proposed WAF should be Rack mountable and shall be supplied with Rack mounting kit & all necessary power accessories.	

TECHNICAL SPECIFICATION FOR 'AAA' SYSTEM

S.No	Minimum Requirement Specification	Compliance (Yes/No)
1	The proposed AAA solution should be a Secure authentication solution which works in conjunction with soft/hard tokens, OTP to deliver secure two-factor authentication to any third-party solutions capable of authentication via RADIUS or LDAP or SAML	
2	The proposed AAA solution should offer the widest range of multi-factor authentication possible including FIDO2 passwordless authentication service	
3	The proposed AAA solution should provide multifactor authentication to control access to applications such as Firewall, VPN, Server RDP, Wireless Captive Portal login and third party, RADIUS compliant networking equipment and SAML Service Providers.	
4	The proposed AAA solution should support REST API based integration with web-based applications for adding multi-factor authentication	
5	The proposed AAA solution should have option to integrate with solutions such as LDAP or AD servers	
6	The proposed AAA solution should support for E-mail and SMS based tokens delivery	
7	The proposed AAA solution should support User self-servicing and password management to allow users to manage their own registrations and passwords without administrator intervention	
8	The proposed AAA solution should support for Certificate Authority functionality to simplify the CA management and to deliver user certificate signing, VPN, or server x.509 certificates for use in certificate-based two-factor authentication	
9	The proposed AAA solution should support Single Sign-On (SSO) Transparent User Identification with zero impact for enterprise users	
10	The proposed AAA solution should support SSO Portal based authentication with tracking widgets to reduce the need for repeated authentications	
11	The proposed AAA solution should support User self service certificate enrollment supported for specific devices using the following protocols and methodologies	
	iPhone/iPad to Automated SCEP via Mobile Config	
	Android to Manual PKCS#12	
	Windows to PKCS#10 CSR	
	Other to SCEP, PKCS#10 CSR, Manual PKCS#12	
12	The solution should support EAP-MD5, EAP-TTLS, EAP TLS, EAP-GTC and PEAP protocols for authentication via 802.1X for Port Based Network Access Control	
13	The proposed AAA solution should support monitoring RADIUS accounting start records	
14	The Soft token should generate a 6 character key	
15	The Soft token should support time drift adjustment	
16	The Soft Token Activation Timeout should be configurable between (1-100 hours)	
17	The Soft token should support Algorithm like TOTP or HMAC-based One Time Password (HOTP)	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
18	The proposed Authentication solution should be a virtual appliance based solution. The necessary rack mountable Server hardware should be supplied & installed with required OS, DB, atleast 32GB RAM with corresponding processing capacity, atleast 1 TB Usable Internal Storage after RAID 5/6, 2X1G RJ45 ports, rack mounting kit, necessary cables and all necessary licenses along with the 3 years comprehensive warranty.	
19	The System should support atleast 100 Local Users or more and should provide license for 50 users from Day-1	
20	The System should support and provide license for 50 soft tokens from Day-1 (for Multi-factor authentication) supporting both Andriod & iOS mobiles	
21	The proposed AAA solution should support atleast 10 User Groups or more	
22	Number of supported CA Certificates should be 5 or more for the proposed solution	
23	The proposed AAA solution should support atleast 50 User Certificate Bindings	
24	The proposed AAA solution should support minimum 20 NAS devices.	
25	The system should have a managability over CLI and Console and HTTPS.	
26	The proposed system should support SNMP v1 / v2c / v3.	
27	The proposed AAA solution should support integration with SYSLOG Server.	
28	The proposed AAA solution should have option to integrate with solutions such as LDAP or AD servers	
29	The proposed AAA solution should have inbuilt log reporting	
30	The proposed AAA solution should be supplied with 3 years comprehensive OEM warranty with 24/7 technical support and next business day advance hardware replacement	
31	All necessary subscriptions and licenses should be provided from day one (i.e., from date of commissioning) for 3 years.	

TECHNICAL SPECIFICATION FOR ENTERPRISE MONITORING SYSTEM (EMS)

S.No	Minimum Requirement Specification	Compliance (Yes/No)
1	The proposed Monitoring solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the Network environment, Correlation and root cause analysis, Reporting and analytics.	
2	The proposed Monitoring solution should support and monitor atleast 250 agents/nodes which includes 35 Network devices (including Firewall, Routers, SAN Switches, LAN Switches etc), 25 Physical Servers with 100 LPARs (of Windows/ LINUX), 25 Database instances, 50 applications (Tomcat/SAP etc) of TGSPDCL.	
3	There should be a tight integration between infrastructure metrics and logs to have the single consolidated console of Infrastructure & security events.	
4	Consolidate IT event management activities into a single manager of manager that allows operator quickly identify the cause of the IT incident, reduces duplication of effort and decreases the time it takes to rectify IT issues.	
5	The Operator should be able to pull up security events related to a given Configuration Item, from a single console which also has NOC events, and use the security events to triage the problem. This way the Operator gets consolidated system/network event details and security events (current and historical) from the same console and save time in troubleshooting / isolating the issue.	
6	The proposed solution should have capability to perform cross domain correlation with alarm correlation built-in algorithms from Network , Systems and other domain events as well as KPI patterns, also correlation should not be limited to only parent-child or service mapping relationships.	
7	The operator should be able to build correlation rules in a simple GUI based environment where the Operator should be able to correlate cross domain events.	
8	The proposed solution shall provide future scalability of the whole system without major architectural changes.	
9	The proposed solution shall be distributed, scalable, and multi-platform and open to third party integration such as Cloud, Virtualization, Database, Web Server, Application Server platforms etc.	
10	The monitoring module of proposed solution must not use any third party database (including RDBMS and open source) to store data in order to provide full flexibility and control on collected data.	
11	The proposed solution allows Correlated events to be generated by multi-KPI alerts, correlation searches.	
12	The Correlated events view shall provide filters and tools to help organize notable events, examine the details of event, investigate the cause of the event and then resolve & close the notable event.	
13	The proposed solution must support correlated event aggregation automatically or through a user defined aggregation policy that helps to group notable events to organize them in the Notable Events Review.	
14	The proposed solution must provide an aggregation policy to employ machine learning algorithms to group of polled data or KPIs.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
	Network Performance Management	
15	The proposed solution must provide discovery & inventory of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN & WAN connectivity with granular visibility up to individual ports level.	
16	The proposed solution must support custom device template to support Generic SNMP devices as well as expensive support on traffic encryption including SNMP v3 with AES-256 encryption.	
17	The EMS should provide very powerful event correlation platform/ engine and thus must filter, correlate & process, the events that are created daily from network devices. It should assist in root cause determination and help prevent flooding of non-relevant console messages.	
18	It shall provide Real time network monitoring and Measurement offend-to-end Network performance & availability to define service levels and further improve upon them.	
19	The Network performance operator console should provide operators with seamless transitions from fault data to performance data. For example - select a EMS fault event and fault drill down must also provide historical, near real time and correlated data without switching the page.	
20	The proposed solution should have the ability to do "baseline" performance metrics and determine normal operating values and patterns by self-learning algorithms on a day, week, month, etc. and ability to configure threshold on these values. The proposed solution should also have built in algorithms to start the monitoring with zero threshold configurations.	
21	The proposed system should be able to auto-calculate resource utilization baselines for the entire managed systems and networks and allow user choose algorithms that is more relevant to specific KPI in case of false positive.	
22	The agents should be extensible and customizable allowing incorporation of any required monitoring source not included in the out-of-the-box monitoring policies. With capabilities to collect and analyse performance data from the operating system and installed applications and use historical patterns to establish performance baselines.	
23	All baseline thresholds should have lower bound, higher bound, polarity, deviation set point and reset point for ease of use.	
24	System should have outlier detection and stop alarm flooding with these dynamic thresholds.	
25	The EMS admin console must provide the ability to start, stop and restart the agent on target server infrastructure and the agent should provide collection capabilities not limited to just KPIs but also support collecting raw logs.	
26	The proposed solution should include a distributed search engine data-store to ingest various types of textual, numerical, geospatial, structured and unstructured data.	
27	It shall provide Real time network monitoring and Measurement offend-to-end Network performance & availability to define service levels and further improve upon them.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
28	The proposed solution shall keep historical rate and protocol data for a minimum of 30 days (most recent) in its long-term operating database. All data in that database shall have a minimum 5 minutes window granularity.	
	Log Management	
29	The proposed solution must provide a customisable control of grouping of log events in the following ways:	
30	Split events and log into multiple groups by one or more fields, such as source or host. Show nearby and surrounding events based on time.	
31	Extract all the fields and list them to filter data based on data indexed in each fields such as top 5 values of data indexed in columns	
32	The proposed solution must allow customisation of visualizations of IT data and key business metrics, and map KPIs to these visualizations to easily view the health and performance of what matters most.	
33	Configure a shape or icon in the dynamic dashboard to act like a KPI or ad hoc search widget.	
34	Configure threshold to determine the colour of the widget which indicates the current status of the metric.	
35	Configure cross domain data search widgets in dynamic dashboards.	
36	Configure drill-downs to other dynamic dashboards or a custom URL.	
37	The proposed solution must provide a common classification of event irrespective of the log format.	
38	The EMS admin console must provide operators with seamless automation to extract fields from collected logs via drag and drop functionality to avoid log parsing complexity of collected logs from various syslog/ windows/ application sources.	
39	The proposed solution must provide the ability to store/ retain both normalized and the original raw format of the event log as for forensic purposes for the period of 3 months and allow to extend it to further with additional hardware without any disruption to the ongoing data collection	
40	The proposed solution should provide a minimum log compression of 8:1 for ensuring log compression to reduce overall log index storage space for the raw log format	
41	The log data generated should be stored in a log server. The period upto which the data must be available should be customizable.	
42	The proposed solution must support logs collected from commercial and proprietary applications. For assets not natively supported, the solution should provide the collection of events through customization of connectors or similar integration	
43	The proposed solution must support log collection for Directories (i.e. AD, LDAP), hosted applications such as database, web server, file integrity logs etc. using agents	
44	The Log receiver or log collection component must store the data locally if communication with centralized collector/receiver is unavailable.	
45	The proposed solution must support log collection from Network infrastructure (i.e. switches, routers, etc.).	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
46	The system shall support the following log formats for log collection: Windows Event Log, Syslog, Access Log Data, Application Log data, Any Custom Log data, Text Log (flat file), JSON Data	
47	The proposed solution should support applying regex pattern in real-time to extract vendor specific log data for reporting and alerting purpose	
48	The system shall have the capability to drag and drop building of custom search queries & reports	
	Fault Management	
49	The proposed solution must should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
50	The Platform must include an event correlation automatically fed with events originating from managed elements, monitoring tools or data sources external to the platform. This correlation must perform event filtering, event suppression, event aggregation and event annotation.	
51	The proposed solution should provide alert console with alert summary such as no. of correlated alert, network alert, server alert, virtualization alert, cloud alert, application alert etc.	
52	The system must have provision to overlay alert on reported metric to understand alert triggering behaviour across multiple drill down pages.	
53	The proposed solution should have drill-down and correlation page to correlate cross domain historical data points and result should be exported as image and tabular format.	
54	The proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
55	Powerful correlation capabilities to reduce number of actionable events. Topology based and event stream based correlation should be made available.	
56	The proposed solution must offer relevant remedy tools, graphs in context of a selected fault alarm/event.	
57	The proposed monitoring solution should have capability to configure actions based rules for set of pre-defined alarms/alerts enabling automation of set tasks.	
58	The Platform must support Event or Alarm Correlation integrations with the service desk to trigger automated creation of incidents.	
59	The proposed solution should classify events based on business impact and also allow defining custom severity levels and priority metrics such as Ok, Critical, Major, Down, Info etc with colour codes.	
60	The proposed solution should allow creation of correlation or analytics rules for administrators.	
61	The proposed solution must provide default event dashboard to identify, accept and assign generated alarms.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
	Network Flow-based Traffic Analysis	
62	The proposed traffic monitoring system must be able to track all network flow (including netflow v1-v9, Jflow, Sflow and IPFix) of traffic on the network and identify malicious behavior with all IP conversations.	
63	Scalability – The system should be capable of supporting at least 15 thousand network flow per second on single server with capability to capture each unique traffic conversations.	
64	The proposed system must provide details of applications, hosts, and conversations consuming WAN bandwidth to isolate and resolve problems.	
65	The proposed solution must provide flow data explorer with capability to analyse extracted data using multiple columns , chart type, group by operators and filters. System must also provide dashboard to flow data explorer drill down capability.	
66	The proposed solution must be able to monitor and report on a variety of unique protocols (used in the overall deployed solutions) per day and display utilization data for each protocol individually. This capability must be available for each monitored interface uniquely.	
67	The proposed solution must keep historical rate and Ip to Ip, Ip to protocol, protocol to protocol conversation data for a minimum of 3 months (most recent) in its current long term operating database. All data in that database must have a maximum 15 minute window granularity.	
68	The proposed solution should include a distributed search engine data-store to ingest various types of textual, numerical, geospatial, structured and unstructured data.	
69	The proposed solution should support use of policies that can detect violations based on blacklist/whitelist matches.	
70	The proposed solution must keep historical rate and protocol data for a minimum of 60 days (most recent) in its short-term operating database. All data in that database must have a minimum 5 minutes window granularity with option change retention period"	
71	The system must support the ability to create reports that allow the user to search all IP traffic over a specified historical period, for a variety of conditions. - Search for any traffic using a specific configurable destination port, or port range. - Search for any protocol in use by a specific host, interface or list of hosts or interfaces.	
72	For management console, storing logs and reporting purpose, the necessary rack mountable Server hardware should be supplied & installed with required OS, DB, atleast 64GB RAM with corresponding processing capacity, atleast 5 TB Usable Internal Storage after RAID 5/6, 1 No. 16G FC port populated with module, 2X1G RJ45 ports, rack mounting kit, necessary cables and all necessary licenses along with the 3 years comprehensive warranty.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
73	The OEM of the proposed EMS solution should possess Quality certifications ISO 9001, Information security certificate ISO 27001, Application security certificate ISO 27034 and CIS benchmark certificate. Documentary proof must be provided at the time of submission.	
74	The proposed EMS solution should be aligned with ITIL framework principles and certified with ITIL4 with minimum 12 practices. (Documentary proof of the same should be provided at the time of bidding).	
75	The proposed EMS solution should be supplied with 3 years comprehensive OEM warranty with 24/7 technical support and next business day advance hardware replacement	
76	All necessary subscriptions and licenses should be provided from day one (i.e., from date of commissioning) for 3 years.	

**TECHNICAL SPECIFICATIONS FOR NETWORK SWITCHES
(FOR PERIMETER/ISP & DMZ)**

S. No	Minimum Requirement Specification	Compliance Yes/No
1	The Switch should have 24 x ports 10/100/1000 BASE-T ports and 4 x 1/10 SFP+ ports. The switch shall be populated with 2x1G Multi Mode and 2x10G Multi Mode Fibre Transceivers for uplinks from Day one. The required 5 meters fibre optic cables and 2 meters factory crimped Cat-6 patch cables to be supplied.	
2	The Switch should have 128 Gbps of Switching Capacity and 95 Mbps Throughput Capacity.	
3	The Switch should have dual redundant power supply.	
4	The Switch shall have minimum 8GB SDRAM, 16 GB flash and 8 MB Packet buffer size.	
5	The Switch should support stacking on uplink port or dedicated stack module. should have Stacking Performance of minimum 40 Gbps. The switch should support minimum 8 switches in single stack.	
6	The Switch should support 32000 MAC address.	
7	The Switch should have minimum 2K Ipv4 and 1K Ipv6 Unicast Routes, 1K Ipv4 and 512 Ipv6 ACL Entries.	
8	The Switch should have multi-core CPU/processor	
9	The Switch shall support Dual stack (IPv4 and IPv6) transitions, MLD snooping, IPv6 ACL/QoS, RA guard, dynamic IPv6 lockdown, and ND snooping from day one	
10	The Switch should support Uni-directional Link Detection (UDLD) or equivalent.	
11	Software defined network (SDN) capability by supporting multiple programmatic interfaces including REST APIs, Python scripts or equivalent	
12	The Switch should support Zero-Touch Provisioning (ZTP) or equivalent technology support.	
13	The Switch shall support sFlow/Netflow or equivalent	
14	The Switch should support IP SLA or equivalent feature from day one	

S. No	Minimum Requirement Specification	Compliance Yes/No
15	The Switch should have support Rapid Per-VLAN Spanning Tree (RPVST+)/PVRST+, RSTP, MSTP, VXLAN encapsulation protocols from day one	
16	The Switch should have support for Static IP routing, RIP V1/V2, RIPng, OSPFv2, OSPFv3 for IPv6 routing protocols from day one	
17	The Switch should support Control Plane Policing sets rate limit on control protocols to protect CPU overload from DOS attacks	
18	The Switch should have integrated trusted platform module (TPM) or equivalent for platform integrity to ensure the boot process is from trusted source	
19	The Switch should support Switch CPU protection to provide automatic protection against malicious network traffic trying to shut down the switch	
20	The Switch shall be built on a modular, micro-services-based OS architecture allowing individual software modules to be independently upgraded for higher availability.	
21	The Switch OS should provide continuous telemetry data for event driven automation and easy access to all network state information for visibility and analytics.	
22	The Switch should support OS hot patching on a stand-alone or across a stack of two or more switches.	
23	The Switch should support Private VLAN for traffic isolation for users on the same VLAN.	
24	The Switch should have RoHS compliance	
25	The Switch or operating system should be Common Criteria Certified (EAL/NDPP) or FIPS certified from Day one (Proof shall be submitted)	
26	The Switch should be supplied with 3 years comprehensive OEM warranty with 24/7 technical support.	
27	Switches and transceivers should be from same OEM for interoperability and ease of management.	
28	Bidder has to submit Part Coded Bill of Materials of the offered Product	
29	The Switch should be Rack mountable and shall be supplied with Rack mounting kit & all necessary power accessories.	

TECHNICAL SPECIFICATION FOR ONSITE MANPOWER SUPPORT

S.No	Minimum Requirement Specification	Compliance (Yes/No)
1	Providing of Onsite Manpower Support with One resident engineer in regular day shift in TGSPDCL Data Center for Security Administration & Network monitoring for a period of 3 years. Onsite Manpower Support shall be. The qualification of the support engineer shall be either Diploma or BE/B.Tech in IT/ECE/CSE from recognized educational institute with atleast 2 years of relevant work experience and shall have a valid CCNA certification or equivalent.	

S.No	Minimum Requirement Specification	Compliance (Yes/No)
2	The activities of the Onsite Technical Support shall include but not limited to the following;	
	Daily monitoring of healthiness of all Security & Network devices	
	Monitoring of network connectivity including Switches	
	Configuration/Re-configuration of NGFW, WAF, AAA, EMS, Switches	
	Taking regular configuration backups for all Security & Network devices	
	Troubleshooting of Security incidents & Network issues	
	Fixing of vulnerabilities observed in Security & Network devices	
	Applying Software patches/updates for all Security & Network devices	
	Call logging to OEMs in case of repairs/faulty part replacement	
	Taking regular configuration backups for all Security & Network devices	
	Monitoring of Logs (of Log Analyzer, AAA, EMS etc)	
	Maintenance of logs (log retention) as per Cyber security requirements	
	Moving Log backups to Storage, when needed	
	Generation of Log reports and intimation of alarms to the officials	

Sd/-
CHIEF ENGINEER (P&MM)
 TGSPDCL

SECTION-VIII
SAMPLE FORMS

1. BID FORM

Date.

TO: (Name and Address of Purchaser)
Gentlemen and/or Ladies:

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver. (Description of Materials / equipment) in conformity with the said bidding documents in accordance with the schedule of prices quoted online herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Materials / equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to. 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid upto (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this.day of.200

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. (a) BID SECURITY FORM

Whereas. (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of.(name and /or description of the Materials / equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE.(name of bank) having our registered office at.(address of bank)(hereinafter called "the Bank"), are bound unto.(name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 200 .

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - a) does not accept the correction of errors in accordance with the Bid Specification, or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - (a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
 - (b) fails or refuses to execute the Contract Form if required; or

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

This guarantee will remain in force up to and including forty five (45) days after (Date of tender opening) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.
(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by a scheduled Bank.

2. (b) PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS.....(Name of Supplier)
 (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....2005
 to supply.(Description of Materials / equipment and Services)
 (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of. (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. 2009 .

Signature and Seal of Guarantors

.....
 Date.2009.

.....
 Address:.....

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper by a scheduled Bank.

3. CONTRACT FORM

THIS AGREEMENT made the. day of. 200 Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Materials / equipment and services which will be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Materials / Equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the

said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the

said.(for the Supplier)

in the presence of.

NOTE: To be executed on a Rs.100/- Non-judicial stamp paper.

4. PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

Order placed by (full address of purchaser)	Order No. and Date	Description and quantity of ordered equipment	Date of Completion of Delivery	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)

Signature of the Bidder _____

5. DETAILS TO BE FURNISHED BY THE MANUFACTURER (FORMAT-A)

1. Specification No.	:	
2. Name of the Material	:	
3. Quantity to be procured	:	
4. Last date and time for submission of Bid	:	
5. Date and time for opening of Bid	:	
6. State whether Bid guarantee is enclosed	:	
7. State whether the quotation in two parts has been submitted.	:	
8. State whether 20% minimum quantity is quoted	:	
9. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
10. Whether month wise delivery schedule indicated	:	
11. Prices whether Firm	:	
12. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
13. State whether TGSPDCL terms of payment are accepted	:	
14. Quantity offered for supply	:	
15. State whether 90 days validity offered	:	
16. Whether sample is enclosed (if specified)	:	
17. Whether the material / equipment offered conforms to the relevant TGSPDCL Specification	:	
18. Whether you have executed orders of the TGSPDCL previously for these items. (Please give details)	:	
19. Similar details in respect of supplies made to other utilities	:	
20. Whether Bid guarantee exemption letter enclosed, if exempted.	:	
21. Whether GSTR 3B certificate enclosed	:	
22. Whether Income-tax clearance certificate enclosed.	:	
23. Whether Warranty clause accepted	:	
24. Whether Penalty clause accepted	:	
25. Whether delivery schedule accepted	:	

6. SCHEDULE OF DEVIATION**(i) TECHNICAL**

Sl. No.	Requirements / Equipment	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Technical Specification Section ____ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address :

6. SCHEDULE OF DEVIATION**(ii) COMMERCIAL**

Sl. No.	Requirements / Equipment	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Commercial Specification Section ____ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address:

5. MANUFACTURERS' AUTHORISATION FORM

No. _____ dated

To

Dear Sir,

SPECIFICATION No.

We _____ who are established and reputable manufacturers of _____ (name & descriptions of Materials / equipment offered) having factories at _____ (address of factory) do hereby authorize M/s. _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the above Materials / equipment manufactured by us against the above Specification No..

No Company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract in regard to this business against this specific Specification No..

We hereby extend our full guarantee and warranty as per Clause 52 of the General Conditions Contract for the Materials / equipment and services offered by the above firm against this Specification No.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

DECLARATION FORM**Declaration to be given by the Company in regard to relation to promoters of Blacklisted /
debarred companies by any power utilities.**

I declare that, myself or any of the representatives of my company / firm do not have any relatives with promoters of blacklisted / debarred companies by any utilities.

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of the above information found to be false or incorrect at a later date, the TGSPDCL is entitled to terminate the contract/agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of authorized representative

Sd/-

**CHIEF ENGINEER (P&MM)
TGSPDCL**