

**TENDER NOTICE No. UGVCL/SP/IV/1144 /Server**

Purchase Requisition No:-503158      RFQ. No:      N-Procure consolidate Details

The Chief Engineer (P&P) invites **On line Tenders** for the purchase of following item/s. Tender Papers & Specifications may be **down loaded** from Web site <https://ugvcl.nprocure.com> (For view, down load and on line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (For view & down load only). **All the relevant documents of tenders to be submitted online only.** The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date as under

All the bidders, in respect of tender item must have vendor registration with the GUVNL or their subsidiary companies viz, GSECL/GETCO/UGVCL /PGVCL/ MGVCL/ DGVCL prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. (Further Refer Clause No.1 of Commercial Terms and Conditions.)

Sr. No	Description	
1	Tender No.	<b>UGVCL/SP/IV/1144/Server</b>
2	Tender Item	Procurement of Server as per technical specification including installation, configuration and commissioning as per UGVCL Tender scope of work.
3	Quantity	01 Nos
4	Estimated Cost	Rs.98.89 Lacs
5	Tender Fees (Non Refundable)-Can be accepted by RTGS/NEFT	Rs. 5000/- + 900/-GST@18% = 5900/-
6	Ernest Money Deposit Amount in Rs.	For MSME Rs.
		70,000/-
		For non MSME Rs.
		80,000/-
7	Pre Bid Physical at UGVCL R&C Office, Mehsana	Dtd.06.09.22 at 14.00 Hrs.
8	Online Preliminary, Technical & Price bid i.e. On line (e-tendering) tender/offer submission last date (This is mandatory)	12.09.22 up to 18.00 Hrs.
9	Physical submission of documents Relevant to tender Fee & EMD (By Registered Post A.D. or Speed Post only) submission date	On or before date 14.09.22 up to 18:00 Hrs.
10	Date of opening of Tender Fee & EMD online	15.09.22 at 11.00 Hrs.
11	Date of opening of Technical Bid online	16.09.22 at 11.00 Hrs.
12	Date of On line Opening of Price Bid	23.09.22 at 11.00 Hrs.

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(Tentative, if possible)	
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- UGVCL GSTIN No. is 24AAACU6545F1ZI

**Pre Bid Meeting:-** All Participating bidders are requested to Remain Present in pre bid meeting which is arrange on above schedule date and time and give your valuable suggestions / queries regarding tender terms and specification if any....

**IMPORTANT:**

(a) Tender Fee/EMD:

- Payment of Tender Fee/EMD Can be accepted by RTGS/NEFT.
- In case of payment (up to Rs.10,000/-), the scan copy of cash receipt have to be uploaded in preliminary stage.
- In case of payment through DD/Banker’s cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication in the matter will be entertained.
- However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.

(b) Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Bidders are requested to submit details of Revised Annexure-13 in online in technical stage and this is mandatory. In case of on line Revised Annexure-13, if bidder does not provide the details of prices in case of non confirmation of of Revised Annexure-13, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.

<b>Remarks for Price Bid: -</b>
Applicable GST rates needs to be mentioned in Column no. 6 (Applicable GST rate) of price bid and in case of bidders opting for composition scheme, “C” shall be mentioned and amount (in Rs.) shall be “0”(Zero) in column no. 12 (Unit GST in Rs.) in online price bid.

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(c) It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).

**Note:-** Bidders should be in touch with websites <https://ugvcl.nprocure.com> & [www.ugvcl.com](http://www.ugvcl.com) for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P&P),Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road Mehsana -384001

UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

**Chief Engineer (P&P)**  
**UGVCL : RO : Mehsana**

**Download Tender Documents in (PDF Format) which consists of:**

- ☞ Schedule 'A'
- ☞ Cyber security and Scope of work
- ☞ Commercial Terms & Conditions
- ☞ Purchase Agreement
- ☞ Check list and Points for BG
- ☞ Annexure-A Declaration
- ☞ Authorize Person Annexure
- ☞ EMD New FORMAT
- ☞ BG New FORMAT

**NOTE:**

To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe website."

**In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:**

**(n) Procure Cell**

**(n) code solutions-A division of GNFC Ltd.,**

**403, GNFC Infotower, S.G. Road, Bodakdev**

**Ahmedabad - 380053 ( Gujarat )**

**Toll Free: 1-800-233-1010 (Ext. 501, 452,456, 457, 525)**

**Phone No. 079-26857315 / 316 / 317**

**Fax: 079-26857321 / 40007533**

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Email: [nproucre@gnvfc.net](mailto:nproucre@gnvfc.net)

Other terms & conditions are as per tender documents

**SCHEDULE - 'A'**

<u>Sr.No.</u>	<u>Description of material</u>	<u>Tender Quantity</u>	<u>Delivery Period</u>
<u>A</u>	Servers as per technical specification including installation, configuration and commissioning as per scope of work.	<b>One Unit</b>	Within thirty (30) days from the date of receipt of LOA after commencement period of 20 days. Installation at UGVCL, SCADA building, Gandhinagar, Gujarat.
<u>B</u>	<p><b><u>DELIVERY PERIOD:</u></b>  <b>The delivery of the material against this tender shall be completed</b> Within thirty (30) days from the date of receipt of LOA after commencement period of 20 days. Installation will carried out within at UGVCL, SCADA building, Gandhinagar, Gujarat and as per last Para of clause no.: 21, “DELIVERY PERIOD” of tendered commercial terms and conditions.</p> <p>The destinations for delivery shall be anywhere in Gujarat and shall be as specified in Purchase Order issued by UGVCL.</p> <p>If the quantity offered by the bidder is reduced while placing the order, in that case delivery period quoted by the bidder will also be reduced accordingly.</p> <p>The successful bidder/s should have to submit / fulfill the following requirements within the commencement period of 45 days from the date of receipt of LOA of UGVCL. The delivery shall be reckoned after 45 days from the date of receipt of LOA of UGVCL.</p> <p>The successful bidder/s has to submit drawings &amp; Proto inspection offer 21 days &amp; 10 days respectively prior to date of completion of commencement period.</p> <p>UGVCL may short close the orders in case of various reasons Viz. changes in Budgetary Provision, Amendment in Indian Standard, policy change by Central/State Govt., if beneficiary not available etc.</p> <p>(1) The Bank Guarantee towards execution of contract (i.e. Security Deposit) must be invariably submitted within 15 days from the date of receipt of LOA to UGVCL.</p> <p>(2) To execute Purchase Agreement at UGVCL, as per clause no.: 70 of <b>tendered commercial terms and conditions</b> immediately on payments of Security deposit in UGVCL. The specific purchase order (A/T) shall be issued by UGVCL for allocated quantities and specified rates and covering</p>		

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	<p>other terms and conditions of tender.</p> <p>Further in commencement period, formalities related to getting approval of drawing, Type test &amp; proto sample etc. if applicable shall have to be completed.</p> <p><b><u>DELIVERY DEFERMENT</u></b></p> <p><b><u>In case of deferment in delivery, supplier should be intimated in writing well before Two Months.</u></b></p>
C	<p><b>GUARANTEE:</b></p> <p><b>GUARANTEE: - As per standard manufacturer guarantee. Bidder has to mentioned guarantee period for Servers System.</b></p>
D	<p>Tender item is under <b>Non-critical category</b>. Please refer clause no.5 of commercial terms and condition for quantity distribution.</p>
<p><b><u>E Cyber Security Model Contractual Clauses:-</u></b></p> <ol style="list-style-type: none"> <li>The OEM/Supplier/Vendor/Integrators, here in shall be referred to as “Company” and Responsible Entity as defined in CEA (Cyber Security in Power Sector) Regulation, 2021 herein shall be referred to as “Owner” and the component/equipment/system / servicesbeing procured by the Owner through the bid from the Company shall be collectively referred to as Product.</li> <li>The Company through a digitally signed statement by thier Authorized representative shall disclose along with their bid, the existence and reasons for all known cyber security vulnerabilities or identified backdoor codes in effect till the submission of bid by the Company,in each of their Product offered for sale. Further known cyber security vulnerabilities or identified backdoor codes should be disclosed by the Company during post bid discussion if any held by the Owner. The owner reserves the right to seek compensatory security controls for mitigation of the disclosed vulnerability or identical backdoor codes along with the letter of Acceptanceof the Supply Order/Work Award Order or to reject the bid without any notice to the Company, based upon the risk evaluation of the disclosed cyber security vulnerabilities by the Company.</li> <li>The Company through a digitally signed statement by their Authorized representative shall submit along with their Letter of Acceptance of Supply Order/Work Award Order, the details of obsolescence of any part/component of hardware/software and the list of all new cyber security vulnerabilitiesin each Product offered for sale, discovered subsequent to the submission of bid, by the Company or has come to the knowledge of the Company or been brought to the Company’s knowledge, by any of their existing Customeror previous Customer, Partner or related/unrelated third Party.</li> <li>During the currency of support agreement for the Productssupplied to the Owner or till termination of the supportagreement been communicated to the Authorized representative of the Company in writing by the Owner, the Company shall be liable to disclose details of all additional cyber security vulnerabilities, that beendiscovered by the Company or that comesin the knowledge of the Company or isbrought to the Company’s knowledge by any of their existing Customer or previous Customer, Partner or related/unrelated third Party, along with cyber threat mitigation measures which needs to be taken thereof by the Owner, without any further commercial implication to the Owner.</li> <li>During the currency of support agreement for the Products supplied to the Owner or till termination of the support agreement been communicated to the Authorized representative of</li> </ol>	

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the Company in writing by the Owner, the Company shall disclose details of all exploits of cyber security vulnerabilities, previously known or unknown, in all Products supplied to the Owner or similar Products supplied to any other customer by the Company, within 24 hours of such information coming in the knowledge of Company, through any source including Cyber Security Audit carried out by CERT-In empanelled Auditors, along with cyber threat mitigation measures, which need to be taken thereof by the Owner, without any further commercial implication to the Owner.

6. The Company during the currency of support agreement for the Products supplied to the Owner and even after the expiry of the support agreement, shall inform to the Owner from time to time, through the mutually agreed digital/physical mode, in case the Company comes across any event(s) or condition(s) that may probably result in, any security breach or likely risks of other compromises, within the Owner's IT or OT Systems and Data Bases, along with cyber threat mitigation measures, which needs to be taken thereof by the Owner, without any further commercial implication to the Owner
7. In case the Company, intentionally or unintentionally, fails to provide, or deliberately do not provide the information or fails to provide cyber threat mitigation measures to be taken thereof by the Owner, as mandated in above clauses from SI No 2 to SI No 6, the Commercial Performance Guarantee of the Company submitted with the Owner shall stand forfeited without issuance of any show cause notice by the Owner to the Company. In case if the Commercial Performance Guarantee of the Company submitted with the Owner is forfeited, the Company, their Partner Company if any, shall be debarred from the participation in future bids invited by the Owner.
8. The Company through a digitally signed statement by their Authorized representative shall certify that the cyber security features designed, recommended in the Product supplied by the Company or their Authorized Partner or Subsidiaries to the Owner, are in accordance with the defined IEC/ISO/IS Standards, best practices, Cyber laws, and Regulations, as specified by the Owner in their bid document and essential for safe and secure Operation and Maintenance of the IT/OT/ICS systems of the Owner.
9. The Company shall ensure that Product supplied against the Supply Order/Work Award Order under consideration or against re-order in part or full against previous Supply Order/Work Award Order, as well as the modifications, reconfiguration, upgradation, changes in Parameters, settings proposed to be made to the existing Architectural layout or utilization of Cyber Assets, as part of the execution of Supply Order/Work Award Order, are in accordance with the defined IEC/ISO/IS Standards, best practices, Cyber laws, and Regulations, as specified by the Owner in their bid document and essential for safe and secure Operation and Maintenance of the IT/OT/ICS systems of the Owner. All modifications shall be carried out by the Company as per mutually written agreement between Owner and Authorized representative of the Company, before its implementation/commencement of Supply Order/Work Award Order. The Owner shall be responsible for consulting cyber security experts and for arranging the necessary support to the Company, if any modifications are to be made to the existing Architectural layout or utilization of Cyber Assets.
10. In case, the Company has been awarded the Maintenance & Support Contract for a part or the entire IT and OT System of the Owner:
  - (i) The Company shall provide a host-based malware detection scheme for the control system network and equipments as per the IEC/ISO/IS Standards mentioned in the bid document of the Owner.

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- (ii) The Company shall certify the adequacy of the system performance of the deployed host-based malware detection scheme for quarantine (instead of automatically deleting) suspected infected files and the Company shall also provide the scheme for updating the Malware signatures.
  - (iii) The Company shall also test major updates to malware detection applications and provide performance measurement data on the impact of using the malware detection applications in an active system. Any commercial implication related to update/upgrades for malware detection and protection will be borne by Owner.
11. The Company through a digitally signed document by their Authorized representative shall submit to the Owner, in detail the tried and tested backup and disaster recovery technology and plan for the Product as practised by the Company till the time of submission of bid. The Owner shall be free to implement such technology and Plan on their Own or engage the Company at a mutually agreed cost or get it implemented through a Third Party, provided that the liability, cost and responsibilities of such implementation shall rest on the Owner.
  12. In case, the Company accepts the Supply Order/Work Award Order offered with or without Maintenance & Support contract for part or entire IT or OT System of the Product, then, on demand made by Owner, the Company shall provide documentation detailing all applications, utilities, system services, scripts, configuration files, databases, and all other software required and the appropriate configurations, including revisions and/or patch levels for each of the computing & Storage systems to the extent deemed necessary for safe and secure operation and maintenance of IT and OT System to be carried out by the Owner himself or through any third Party.
  13. The Company shall advise Owner as per mutually agreed Terms and Conditions on the measures to be followed by the Owner during Operation and Maintenance of the IT and OT System in accordance with applicable IEC/ISO/ISS standards and best practices, which shall include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into IT and OT Systems of the Product.
  14. The Company shall provide a listing of services required for all ICT based sub-systems and applications of the Product supplied by them to the Owner. The listing shall include all ports and services required for normal operation as well as any other ports and services required for emergency operation/maintenance of the Product. The listing shall also include an explanation or cross reference furnished by the Company or by any authorised Person on behalf of Company, to explain why each service is deemed necessary for operation and maintenance of the supplied Product.
  15. The Company shall certify and provide proof that all default passwords have been reset with hardened passwords and services are patched to current released version till the time of completion of SAT procedure and issue of successful SAT completion certificate by the Owner. The Company shall be liable to provide, within and up to a pre-negotiated period, appropriate software and service updates to mitigate threats from all vulnerabilities associated with the Product and to maintain the established level of system security. Any additional cost related to such upgrades after the pre negotiated period shall be borne by the Owner.
  16. The company shall inform the Owner about any conflict between the software components/

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versions/ services/ ports used by the supplied Products and the pre-existing application. The Company and Owner shall resolve such conflicts as per mutual terms and conditions. The Company shall remove a software component if not required for the operation and maintenance of the system or application, with the Owner's due written permission only. The Company shall maintain documentation on what has been removed and shall furnish this information to the Owner as and when called for by the Owner. Responsibility with Company is limited to the set of unused software, application, utilities as may be brought into the Owner's environment by the Company and not the ones any pre-existing in the environment. The Owner is expected to put in place an established "Change Management Procedure" which may be shared with the Company if essential for cyber security.

17. The Company shall notify the Owner in writing on the non-standard operation carried out by the Owner's Employees and that the Company shall not be held liable for Vulnerabilities exposed by the listed incorrect operation carried out by the Owner's Employees or any person other than those working on behalf of the Company. However, the Company shall stand for prosecution and bear any consequential loss or damage suffered by the Owner from exposure to such Vulnerabilities which were known to the Company and intentionally not disclosed to the Owner or no measures were suggested for mitigation of risk from such known vulnerabilities.
18. The Owner shall have the right, but not the obligation, at all reasonable times to inspect/test the Product for being Counterfeit or Tainted and to test for presence of any embedded hardware or software Trojan in the Product.
  - (i) The Company shall provide all reasonable assistance and facilities and access for such inspection and cyber testing at the Company's Factory, at Company's Supplier's facilities, or at the facilities of any Subcontractor where any part (hardware or software) of the Product has been or are being fabricated, manufactured or integrated.
  - (ii) Inspection and cyber testing of the Product if carried out by the Owner shall in no way relieve the Company from its obligations for FAT and SAT mandated in the Supply Order or any other examination of Tests provisioned under the mutually extended Terms and Conditions or any Agreement entered between the Owner and the Company.
  - (iii) The company shall extend the necessary support to the Owner in collecting the required evidence from the Product for reporting any security incident.
  - (iv) The Owner shall not infringe any IPR of the Company or Company's Suppliers in any form during any inspection and cyber testing if carried out by the Owner in exercise of their right as per clause at Sl. No. 18(i).
  - (v) The Owner shall provide reasonable notice period to the Company for any inspection and cyber testing if to be carried out by Owner and the expenses if any on account of inspection and cyber testing shall be borne either by Owner or the Company as per the mutually agreement.
19. Should any Employee of Company if required or to be permitted the Logical Access or unescorted physical access to the Cyber Assets of the Owner or of any of their Affiliates, that are identified as "Critical Infrastructure" or as "Protected System" by NCIIPC {constituted under IT Act 70A}, then the Employee of the Company shall meet pre-requisites mandated by Owner prior to gaining access to any such "Critical Infrastructure" or "Protected System" of the Owner.

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- (i) Therefore, when any secured electronic or physical access is needed or to be permitted, all Employees of the Company identified as above in this provision shall:
- (a) abide by and shall have successfully completed the Company-administered background screening requirement.
  - (b) have undergone successfully the mandatory Cyber Security training prescribed by the Owner, for all of their “Critical Infrastructure” and “Protected System” as per CEA(Cyber Security in Power Sector) Regulations 2021.
  - (c) have a valid Company Identification document and should have been listed in Company’s Management System for tracking purposes;

*Pursuant to this clause in order to ascertain fitness, qualification and integrity of Employees identified for executing Works awarded to the Company, the Company shall perform background investigation on these Employees of their Company or of their Supplier or of Subcontractors assigned to execute such Work on behalf of the Company at the Owner’s site or at facilities of the Company, their Suppliers/Sub Contractors.*

- (d) in the event that the Company or their Supplier or Sub-Contractor
  - (i) determines that any of the Employee permitted access pursuant to this clause no longer requires access or
  - (ii) terminates the employment of any of the Employee having valid permission to such an access.pursuant to this clause, Company shall notify Owner in writing within 24 hours of such determination or termination.
- (ii) The Company shall be held responsible and shall have to bear the cost of the damages resulting to the Owner’s Asset, Facilities, Business interruptions or damage to the Owner’s reputation, out of any cyber incident resulting of any misconduct, on site or remotely, directly or indirectly by the Employee(s) of the Company or the Employee(s) of the Supplier or Subcontractor..

20. The Company shall abide by the Owner’s approved patch management and patch update process. The Company shall provide patch updates affecting security within a pre-negotiated period as identified in the patch management process. The Company shall apply, test, and validate the appropriate patch updates and/or workarounds on a baseline reference system before updation process.The company shall communicate to the owner all patch update/software configuration files/database with check sum of the package files, through digitally signed encrypted message. Mitigation of any vulnerabilities found,shall be carried out within a pre-negotiated period by the Company. Any system upgrade provided bythe Company to the Owner,commercial implications shall be settled at mutually agreed prices.
21. With the due approval of the Owner, the Company shall disable, through software or physical disconnection, all redundant communication ports and removable media drives. The Owner shall password protect the BIOS from unauthorized changes unless it is not technically feasible, in which case Owner shall document this case and provide mitigation measures. On Owner’s demand, Company shall provide a documented list of all disabled or removed USB ports, CD/DVD drives, and other removable media devices.
22. With the due approval of the Owner, theCompany shall configure the network devices to limit access to/from specific locations, where appropriate, and provide documentation of the configuration. With the due approval of the Owner, the Company shall configure the system to allow the system administrators the ability to re-enable devices if the devices are disabled by software and provide documentation of the configuration. The Owner is expected to put

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- in place an established “Change Management Procedure”.
23. The Company shall have and provide to the Owner the documentation of a written flaw remediation process. Company shall provide appropriate software updates and/or workarounds to mitigate all vulnerabilities associated with the flaw in the Product within and up to a pre-negotiated period. After Company is made aware of or discovers any flaws, Company shall provide notification of such flaws affecting security of software supplied by the Company, within and up to a pre-negotiated period. Notification shall include, but is not limited to, detailed documentation describing the flaw with security impact, root cause, corrective actions, commercial implication if any, etc.
  24. In addition to the foregoing, the Company shall immediately notify Owner in writing if the Company at any time discovers any part of the Work to be defective or not in accordance with the Work Award Order.
  25. The Company shall comply with the Owner’s Application Security standards as mentioned in the bid document, whenever Owner seeks Coding for Security enhancement.
  26. The Company shall provide a process for Owner’s Employee(s) to submit problem reports and remediation requests to be included in the system security. The process shall include tracking history and corrective action status reporting. The Company shall review and report their initial action plan within 24 hours or pre-negotiated period whichever is later of submitting the problem reports. Company shall secure reports on problem regarding security vulnerabilities from public disclosure and notify Owner of all problems and remediation steps, regardless of origin of discovery of the problem. Company shall inform Owner in writing of flaws within applications and operating systems in a reasonable period and provide corrective actions, fixes, or monitoring guidance for vulnerability exploits associated with the flaw. Company shall provide an auditable history of flaws including the remediation steps taken for each. Any commercial implication related to update / upgrades will be borne by Owner, if it is beyond the support period of the Product as agreed by the Company.
  27. In case the technical required of the Owner demands, the Company shall provide a detailed plan for appropriate physical security mechanisms. Company shall provide lockable or locking enclosures for control system components (e.g., servers, clients, and networking hardware). The Company shall provide locking devices with a minimum of two keys per lock identifiable to each lock, and keyed or not keyed alike depending on Owner requirements. Company shall recommend a room locking device(s) where the equipment and workstations are located, if not already installed by Owner. Company shall verify and provide documentation that unauthorized logging devices are not installed (e.g., key loggers, cameras, and microphones). Company shall provide two-factor authentication for physical access control.
  28. The Company shall provide a system whereby account activity is logged and is auditable both from a management (policy) and operational (account use activity) perspective. Company shall time stamp, encrypt, and control access to audit trails and log files. The Company shall ensure audit logging does not adversely impact system performance requirements. Company shall provide read-only media for log creation.
  29. The Company shall provide a configurable account password management system that allows for selection of password length, frequency of change, setting of required password complexity, number of login attempts, inactive session logout, screen lock by application, and denial of repeated or recycled use of the same password. Company shall not store passwords electronically or in Company supplied hardcopy documentation in clear text

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unless the media is physically protected. Company shall control configuration interface access to the account management system. Company shall provide a mechanism for rollback of security authentication policies during emergency system recovery or other abnormal operations, where system availability would be negatively impacted by normal security procedures, but such rollback shall not be automatic, and would require the specific affirmative agreement of Owner.

30. The Company shall configure hosts Operator workstation with least privilege file and account access and provide documentation of the configuration. The Company shall configure the necessary system services to be executed at the least user privilege level, possible for that service and provide documentation of the configuration. Upon the completion of the task of changing or disabling access to such files and functions as directed by the Owner, the Company shall provide documented evidence that the tasks has been successfully completed.
31. The Company shall recommend which specific accounts need to be active and those that can be disabled, removed, or modified. The Company shall disable, remove, or modify all the accounts pursuant to the approved recommendation from Owner. The owner shall be responsible for correct usage and maintenance of the defined accounts.
32. The Owner, shall retain and maintain at least oneset of record of all documents obtained or generated in the course of the execution of the Work Awarded to the Company, for a period of five years, from the date of the completion of the Work, at a designated archive defined by competent Authority.
33. In the event of any damages caused by the Owner, any resultant work to be done by the Company to make good, the Work shall be at, Nil/additional, cost and time, as mutually agreed between the Owner and Company, on case to case basis. Both Owner and the Company shall have responsibilities e.g. the holistic, state-of-the-art security concept which Owner has put in place, and such concept shall include, but not limited to the following:
  - (i) installation of updates as soon as provided/made available by the Company
  - (ii) complying with security advisories of the Company
  - (iii) regular vulnerability scanning and testing
  - (iv) robust password policy
  - (v) firewalls, network client authentication, malware scanners, etc.
34. Limitation of Liability
  - (i) The obligations of Company in relation to or in connection with cyber threats, set forth in this Agreement, shall be the exclusive remedy and in lieu of any other rights and remedies the Owner may have, with respect to cyber threats and any damage suffered therefrom, whether under contract, law or otherwise.
  - (ii) Unless otherwise mutually agreed in writing, any right of the Owner to claim damages resulting from or related to cyber threats, such as but not limited to loss or manipulation of data, downtime, business interruption, lost profit, cost for product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the Agreement, is hereby excluded.
  - (iii) In General, the Company is responsible and liable, till the mutually agreed time period, for mitigating all vulnerabilities associated with the Product and maintaining the established level of system security in the system of the Owner.
  - (iv) In particular Company assumes no liability whatsoever for damage caused by

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- (a) Owner’s intrusive security testing;
  - (b) unauthorized modification of the system configuration or security level;
  - (c) the installation of patches which are not authorized by Company; or
  - (d) the Owner delaying the self-installation of patches made available by Company.
  - (iv) Under no circumstances, Company’s liability arising from any act or omission relating to cyber threats, shall exceed the aggregate liability stated in the contract or Supply Order/Work Award Order, to which this document is an integral part, and such liability shall relate only to claims arising from reasonably foreseeable acts or circumstances.
35. Definitions for various terminology used in this Agreement e.g. security breach, material adverse effect, vulnerability, etc shall be **in accordance with international standard e.g. ISO/IEC series 27000, 27001, IS 16335, IEC 62443**
36. Clauses from SI No 4 to SI No. 35 shall be the part of an Agreement which shall become binding upon both the parties when executed by duly authorized representatives of each party either through a written signature and seal, or through a digital signature (DSC) and shall be an integral part of the Supply Order No. \_\_\_\_\_ / Work Order No-----/ Contract No. \_\_\_\_\_. Any amendments to this agreement shall be made in a written or digital form duly signed and stamped by authorized representatives of each Party.

**Scope of Work:-**

- **Installation of latest Centos Server operating System**
- **Installation and configuration of latest open source zimbra edition as per our requirement**
- **Restore mail account from old zimbra to new zimbra server**

Open software install and configure like PHP, Mysql, Apache, FTP, IP Tables, Control panel and other as required by UGVCL

During the term of this Agreement THE BIDDER agrees to maintain the EQUIPMENT in good working order and for this purpose will provide the following repair and maintenance services.

- The term ‘maintenance’ shall also include rectification of all hardware and software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/functioning of the aforesaid systems. No extra charges for any general wear and tear/spare parts, etc. shall be liable to be made by the UGVCL.
- THE BIDDER shall diagnosis / correct any faults and failures in the EQUIPMENT and shall repair or replace defective parts of the EQUIPMENT on all working days (i.e. 24x7). Comprehensive Maintenance Service covering supply and cost of the Spares including all taxes, repair and maintenance of EQUIPMENTS and associated peripherals, associated hardware. The breakdown/remedial maintenance shall include Repair/Replacement of faulty parts and any other components as required, without any additional cost. Unserviceable / not repairable parts of the EQUIPMENT need replacement THE BIDDER shall replace such parts, at no extra cost to UGVCL, with new same parts or those equivalent or higher to new parts in performance. THE BIDDER shall further ensure that the EQUIPMENT is not down more than 24 hours in any case whether it is a minor or major problem. The BIDDER has to maintain the records for replacement of all new spares machine wise separately with old and new Serial Number. The Bidder has to attend and rectify the minor complaints on the same day.

- **Support Levels SERVER:**

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<p>OperatingSystemSupport          Troubleshooting          Software Support          Feature Support          Hardware Support          SupportWindow          Response          Data Migration          Onsite maintenance</p>	<p>: Installation, Update or Upgrade, Rectification</p> <p>: Installation and configuration of PHP, MySQL, SQL server, Apache, Apache Tomcat etc.</p> <p>: Installation and configuration of SFTP, FTP, Firewall, IPTables, control panel etc.</p> <p>: Resolution time of replacement of spares or Standby Provision within 24 hrs.</p> <p>: 24X7 supports</p> <p>: Response time for any complain should be maximum 4 hours from the time of registering the complaint by any of the way; i.e. SMS / Email / Telephone call by UGVCL authorized person.</p> <p>: Backup and restoration of existing data from old server to new servers with PHP applications and MySQL database and configure as requested by UGVCL</p> <p>: Problem resolution by Restore/ repair/ replacement/ User Assistance/ installation of updates / patches on time Consumption.</p>
<ul style="list-style-type: none"> <li>• Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.</li> <li>• Servers can be Blade/Rack/Tower type Servers and shall include server racks, CPU unit, motherboard, RAM memory, monitor, power supply, RAID cards, different types of internal and external storage- including SAN/NAS/DAT type storage as applicable, various types of keyboard &amp; Mouses, KVM switches, speakers, c-moss battery, network cards, power cords and adaptors and all other components, parts, assemblies, sub-assemblies and peripherals attached to the servers etc.</li> <li>• The BIDDER shall provide complete support for configuring /upgrading/updating all Operating Systems running on these Servers, e.g. Red Hat Linux versions, different versions of Windows 2008 or higher or any other latest Server operating systems, or any other applicable version of Standard Server based Operating Systems installed on the servers.</li> <li>• All the latest software patches and Service packs will be loaded/implemented on the Servers in consultation with the IT in charge.</li> <li>• The Server's clock, if required, will be synchronized with the external standard clock.</li> <li>• Reinstallation/ Managing/configuration, monitoring and maintenance of any arrangement for Microsoft Active Directory/Domain Controller/Similar domain arrangement/Windows Workgroup/Similar Workgroup, if and when deployed and installed by the OWNER as at subsequent dates shall have to be done by the BIDDER.</li> <li>• Installation, Reinstallation &amp; configuration of any office automation software and any other software's &amp; utilities, as per requirements.</li> <li>• Installation of bug fixes, updates, upgrades and patches of OS and other Software, as and when provided by the BIDDER or OEM or application owner.</li> <li>• Downloading of various upgrades, bug fixes, updates, OS patches, Service packs, Security patches of OS and other System Software from OEM Websites/ provided by OWNER, as and when release</li> </ul>	

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d, and installation of the same. These Patches shall be installed only after checking the same in the test environment.

- Restoration of operation of Servers back after any failure using backup data.
- Recovery of data in case of Hard Disk or System crash- In case of Hard Disk failure, the contractor shall make all attempts possible to retrieve the data & transfer to new Hard disk using available tools.
- Support for installation & smooth running of various applications and services running on these Servers. It shall also include regular monitoring and necessary preventive and corrective action to avoid break in services and various applications running on the servers.
- Hardware Monitoring & other warnings, system alerts in Syslog like CPU Panics & SCSI fatal errors etc.
- Provides support for Storage Management, such as:-  
 Configuring disk arrays, RAID 5 etc. Configuring Veritas Clusters, Tape drives, NAS/SAN/ DAS storage as available.
- Disk and file system cleanups & maintenance using System commands.
- Automation of disk cleanup operations.
- Adding new file systems, Logical volumes and correcting file system inconsistencies.
- Provides support for following activities:-
  - I. File level and share level access control.
  - II. Security updates and OS Patch management.
  - III. Hot Fixes and service packs for OS.
  - IV. Group and system policies implementation.
  - V. OS specific DLL corruption handling.
  - VI. Share & access point controls.
  - VII. Verify logs in event logger and periodically cleanup log files.
  - VIII. Take backups of the server file systems and verifying the all system backups by periodically restoring the same.
  - IX. The contractor shall check health of the batteries in Servers (CMOS/RAID) and ensure that they get replaced at appropriate time without any additional cost to the OWNER.

**1. Penalty:**

- Every call/service request will have to be attended within 4 hours from the complaint lodged and resolve the issue otherwise penalty imposed as per penalty table.
- The Guaranteed uptime performance requirement is 99% for each servers/items. If bidder is not able to maintain same, penalty charges levied as mentioned in below penalty table. Non payment of penalty amount may result into encashment of Bank Guarantee.
- Uptime is defined as below:

$$\text{Up Time (\%)} = \left( \frac{\text{Total no. of hours in month} - \text{Downtime of servers/items in hours}}{\text{Total no. of hours in the month}} \times 100 \right)$$

➤ Penalty Table

<b>Up time (%)</b>	<b>Penalty of Total quarterly bill amount in (%) for each server/part</b>
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<=99%		3%
<=98%		5%
<=97%		8%
<=96 %		10%

Penalty plus applicable GST would be levied as per penalty table from your bank guarantee or security deposit, if equipment under your maintenance remains unrepaired, after 24 hours. UGVCL will be free to get it repaired or purchase from outside other party at your risk and cost. The amount so paid to the other party will be deducted from the amount due to you without any further prior intimation or correspondence in this matter. Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill.

**All Participating bidders are requested to fill up Technical Specification documents i.e Server Spec, Network Firewall, Rack, SAN Storage & Virtualization attached with tender notice with required details and dully signature with company's seal and stamp then after upload the same through online for technical verification.**

**GENERAL CONDITION:-**

1.	The quantity to be purchased will be decided by UGVCL. The UGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.
2.	It is to clarify that if any clarification/verification required in Online submitted annexure/ documents bidder have to verify with original documents.
3.	This is to clarify that in case of any discrepancy between schedule -A and any other tender documents, the clarifications given in schedule-A shall be applicable for this tender and the tender shall be evaluated in line with the relevant clause of schedule-A.
4.	<b><u>The bidders have to pay total amount of EMD for the item/s, for which they participated in the tender irrespective of their offer quantity as per Tender Notice.</u></b>
5.	List of Order executed in last three years (including supplied made to GUVNL & / or their any subsidiary company) for the tender Items shall have to be uploaded online in technical bid to decide the status of your firm. <b>Please upload Order copies.</b>
6.	If the required physical documents related to tender fee and EMD and tender sample of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of On Line Tender.
7.	The bidders are advised to submit their bids by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid

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	complication / dispute at later stage.
8.	<p><b><u>Important Instruction to Bidder regarding testing of Material after Post dispatch.</u></b></p> <p>“The material has to be dispatched by the supplier after due successful inspection by UGVCL’s representative at Party’s works, as per Dispatch Instruction. On receipt of the material at Regional Store/Divisional Store, the sample/s will be selected randomly from respective store/s as per Dispatch Instruction. UGVCL reserves the right to decide nos. of samples to be selected under Audit inspection clause no.48 of Commercial Terms and conditions. Selected sample/s will be tested for the tests ( Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory ( Decided by UGVCL) for quality check in presence of representatives of supplier and UGVCL’s officer.</p> <ul style="list-style-type: none"> <li>• The result of the tests will be binding to supplier.</li> <li>• If authorized representative does not remain present to witness the testing, sample/s will be tested at laboratory (Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory (Decided by UGVCL) in absence of representative of supplier.”</li> </ul> <p>However all other terms of the Clause No.48 of Commercial terms &amp; Condition will remain unchanged.</p>
9.	<p><b><u>QUALITY ASSURANCE PLAN</u></b></p> <p>The supplier shall invariably furnish the following information along with his offer, failing which his offer shall be liable for rejection.</p> <p>a) Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in the presence of supplier’s representative and copies of test certificate.</p> <p>b) Information and copies of test certificates in respect of bought out material.</p> <p>c) List of manufacturing facilities available.</p> <p>d) Level of automation achieved and list of areas where manual processing exists.</p> <p>e) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.</p> <p>f) List of testing equipments available with the supplier for final testing of item and test plant limitation if any vis-à-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviation from specified test requirements.</p> <p><b><u>INSPECTION, TESTING &amp; CHECKING BEFORE DISPATCH:</u></b></p> <p>All the tests and inspection shall be carried out at the works of manufacturer unless otherwise specifically agreed upon by the bidder and purchaser at the time of purchase. The bidder shall provide all reasonable facilities to the inspecting officer(s) without charges.</p>

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	<p>1. The inspection may be carried out by the purchaser at any stage of manufacture/before dispatch as per relevant standard.</p> <p>2. Inspection and acceptance of any material under the specification by the purchaser shall not relieve the bidder from his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective.</p> <p>3. The bidder shall keep the purchaser informed in advance, about manufacturing program so that arrangements can be made for inspection.</p>
10.	Tenderer has to ensure that the offered quantity as per clause no: 66 of commercial terms and condition of tender of each item should be commensurate with the UGVCL's delivery schedule otherwise offer is liable to be rejected out rightly. The quantity to be purchased will be decided by UGVCL.
11.	<b>DELAYED AND LATE TENDERS :-</b> NO TENDER SHALL BE ACCEPTED / OPENED IN ANY CASE IF PHYSICAL DOCUMENTS RELATED TO TENDER FEE/EMD WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAYED DUE TO POSTAL SERVICE OR ANY OTHER REASONS AND UGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.
12.	<b>SUBMISSION OF OFFER :-</b> The firm having single legal entity and having two or more works / factory and submit offers from two or more different works / factory, the UGVCL will consider only one lowest offer for allocation of quantity.
13.	<b>ISI MARKING (If applicable):</b> "The material supplied shall be confirming to Indian Standard Specification and also with ISI marking and even after inspection of the lot, if the materials received at site is found without ISI marking, the lot shall be rejected and no further correspondence shall be entertained in this regard."
14.	All bidders are hereby informed that any query regarding tender specifications/tender terms and conditions should reach this office on or before 2 days of On line (e-tendering) tender/offer submission last date. Any query thereafter from any bidder shall be ignored and the interpretation of UGVCL shall be abide to the participating bidders.
15.	<b>The Levy of Security Deposit/Performance Guarantee towards execution period/Warranty Period Shown in the Clause no.: 9 &amp; 42 of commercial Terms and Conditions is modified as under :</b> <b>SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:</b> Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC. The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee / Warrantee period, equivalent to higher of two Bank Guarantees i.e. Security Deposit and Performance Guarantee as mentioned in below Clause.

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It should be valid till the completion of Guarantee/Warrantee period including additional one month.

However, in case of delay in execution/delivery extension of Purchase order, the supplier shall have to extend such Bank Guarantee accordingly

- Item wise applicable Security Deposit / Performance Guarantee is as under :

**Item wise Security Deposit / Performance Guarantee**

**1. Distribution Transformers (All types), Meters of all types, Conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer Oil, Line**

**Hardware, PVC Pipes and other items related to Distribution System :**

1.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and,

1.2 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee Period.

**2. Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates:**

2.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period.

2.2 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

**3. Items related to Transmission, Generation :**

3.1 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period.

3.2 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

4. Performance Guarantee shall be considered as per Tender terms.

5. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO /NSIC / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

5.1 Wherever, the rate of Security Deposit & Performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Units of

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	<p>Gujarat State, while for others it is 5%.</p> <p>5.2 Wherever the rate of Security Deposit &amp; Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.</p> <p>5.3 In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&amp;G/Policy (pt. IV) dated 6th August, 2020, amended notification S.O.2347 (E) dtd.16th June-2021 and subsequent amendments ,if any issued by MSME in future : only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid From 31st March,2022 as amended by the Ministry of Micro,Small and Medium Enterprises(MSME),Govt.of India on dtd.19.1.2022.</p> <p><b>Whenever above clause Amended by Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi same will be applicable.</b></p> <p>6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.</p>
<b>16.</b>	<p><b><u>Addition in relevant Clauses in the Clause no.: 9 &amp; 42 of commercial Terms and Conditions is as under :</u></b></p> <p>1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-</p> <p>1.1 It is allowed for distribution items only and at respective company level.</p> <p>1.2 10% of the highest of the following</p> <p>1.2.1 Total order(s) value of the current financial year or</p> <p>1.2.2 Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</p> <p>1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</p> <p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p>

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	<p>1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to Perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>Other text matter &amp; condition of 9 &amp; 42 of commercial Terms and Conditions remains unchanged.</p>
17.	<p><b><u>Cartel:-</u></b></p> <p>If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.</p> <p>Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.</p>
	<p>Bidders are requested to ensure that quantity offered details in on-line Annexure-4 (on-line) of Commercial Terms and Condition and in Price bid (on-line) should be same.</p>
18.	<p>Note:-Bidders are requested to read carefully clause no.9:- PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:- (i.e. SECURITY DEPOSIT):- (Should be submitted within 15 (fifteen) days from date of Letter of Acceptance).</p>
19.	<p>The Bidders shall execute Agreement within 20 days from the date of issue of Letter of Acceptance. If, not executed within 20 (Twenty) days from the date of Letter of Acceptance (LOA), then the LOA will be out rightly cancelled at the risk &amp; cost of the bidder (at the discretion of UGVCL) and without entering into any correspondences and this will be binding on the bidder and actions shall be taken against such defaulter like stop dealing or any other actions as decided by UGVCL.</p>
20.	<p>In case, if any bidder has submitted false information/Data against this tender, UGVCL shall exercise its discretionary power to take action like stop deal/banned of business dealing/blacklisting/cancellation of vendor registration/forfeit EMD and reject Bid/forfeit the performance guarantee towards execution (Security Deposit) in favor of UGVCL /forfeit the performance guarantee towards Warranty in favor of UGVCL, etc. Decision of UGVCL shall be final and binding to bidder in this regard without entering into any correspondences.</p>
21.	<p>The firm, stop deal or banned for business dealing by GUVNL / its subsidiary Company shall be considered as a stop deal or banned for business dealing for UGVCL also. However, the same shall be at the discretion of UGVCL.</p>
22.	<p><b><u>Please read condition for Annexure-13 of commercial terms &amp; Conditions as under :-</u></b></p>

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	<p>Bidders are requested to submit <b>Revised Annexure-13</b> in online in technical stage of tender and this is mandatory. If bidder does not submit the <b>Revised Annexure-13</b>, the bid shall be rejected out rightly, despite the bidder is technically qualified &amp; in such case price bid shall not be opened. No further correspondence in this regard will be entertained.</p> <p style="text-align: center;">REVISED ANNEXURE - 13          (To be submitted in online mode)          (UNDERTAKING IN REGARD TO QUOTED PRICE)</p> <p>(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical)</p> <p>We accept and undertake that UGVCL is authorized to place LOA/Purchase Order at lower '<u>unit ex- works price with GST on ex-works price</u>' than the '<u>unit ex-works price with GST on ex-works price</u>' quoted/offered by us in the present tender of UGVCL for tendered item/(s) with similar specifications as per the above tender of UGVCL, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by UGVCL.</p> <p>We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, If it is not within period mentioned above.</p> <p><input checked="" type="checkbox"/> I/We accept above undertaking.</p> <p>-----</p> <p>Check box: To be confirmed by the bidder in ONLINE mode. If not checked, the supplier will not able to submit his bid online mode. The system shall give pop up message to supplier that in the event of non-checking of above box, he will not able to submit his bid.</p>
23.	<p><b><u>Last Para of Clause no.50 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u></b></p> <p>Further, “COMPANY reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of <b>TWO month</b> from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.</p> <p>Other text matter &amp; condition of CLAUSE No. 50 remains unchanged.</p>
24.	<p><b><u>Addition in relevant Clauses no.48 (AUDIT INSPECTION) of commercial Terms and Conditions is as under:</u></b></p> <p>On receipt of material at Store, UGVCL may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.</p> <p>UGVCL should not utilize the material until the test reports of audit sample is</p>

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		<p>received.</p> <p>If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.</p> <p>In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 20%;">Default</th> <th style="width: 70%;">Penal Action</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Failure-1</td> <td>Replacement of lot</td> </tr> <tr> <td>b)</td> <td>Failure-2</td> <td>Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot Plus GST as applicable.</td> </tr> <tr> <td>c)</td> <td>Failure-3</td> <td>Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.</td> </tr> <tr> <td>d)</td> <td>Failure-4</td> <td>Replacement of lot (+) monetary penalty of 10% of the ex-works value +GST of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.</td> </tr> </tbody> </table> <p>Note:- The aforesaid penal action should be for a particular contract issued by a UGVCL against a particular product/rating in that contract.</p> <p>☞ In case of failure of material in audit testing, no further payment should be made of subsequent lots until the replaced lot confirm in audit testing. Accordingly penalty if any as per tender terms and conditions should be applicable.</p> <p>Other text matter &amp; condition remains unchanged.</p>	Sr.No.	Default	Penal Action	a)	Failure-1	Replacement of lot	b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot Plus GST as applicable.	c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.	d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value +GST of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.
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c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.															
d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value +GST of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.															
25.		<p><b><u>Para 1,2 &amp; 3 of Clause no.23.1 &amp; Clause no.23.2 in Clause No. 23 (PENALTY FOR LATE DELIVERY) of commercial Terms and Conditions and previous amendment is modified as under:</u></b></p> <p>23.1 In case of supply, Penalty shall be @ 0.5% per Week or part thereof plus GST and cess as applicable on delayed portion subject to maximum 10% plus GST and cess as applicable of the delayed portion order value (End cost including GST and cess as applicable), date of actual receipt of material at store shall be considered.</p> <p>whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable of the project (Supply + Erection + Civil).For calculating the delay portion, date of actual receipt of material at store shall be considered.</p> <p>Moreover, in case of supply is delayed more than seven months, company may initiate actions for stop deal/ Black List along with risk purchase.</p> <p>In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days</p>															

Signature of Tenderer:	Company's Round Seal:	
Date:	Place:	

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	<p>respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST and cess as applicable as applicable, maximum up to 3% plus GST and cess as applicable of the Dispatch Instructions consignment value.</p> <p>For GSECL &amp; GETCO looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.</p> <p><i>23.2 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST and cess as applicable, maximum up to 3% plus GST and cess as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.</i></p> <p>Other text matter &amp; condition of Clause no. 23 remains unchanged.</p>
26.	<p><b><u>Clause No. 24 (Penalty on rejected Materials during testing) of commercial Terms and Conditions is substituted by the following clause.</u></b></p> <p><i>The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the materials then in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) plus GST and cess as applicable of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price plus GST and cess as applicable ,and all these will be binding on the supplier.</i></p>
27.	<p><b><u>If any receivable amount by any GUVNL group company / ise is required to be recovered from payable amount to supplier/contractor, then it will be recovered by any group company on receipt of written intimation from respective group company.</u></b></p>

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	



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28.	<p><b><u>Clause no.19.2 : REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is substituted as under :</u></b></p> <p>The Company should exercise their right to place repeat orders/ additional orders in case of exigency only. The reason for exigency shall be appropriately recorded.</p> <p>Other text matter &amp; condition of CLAUSE No. 19 remains unchanged.</p>
29.	<p>UGVCL's Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc.</p> <p>Name of Company-Uttar Gujarat Vij Company Ltd.</p> <p>Bank Name:-Bank of Baroda</p> <p>Account Number:-01520500013524</p> <p>IFS code-BARBOMEHSAN (FIFTH letter is ZERO)</p> <p>Type of Account-Cash Credit.</p>
30	<p><b><u>REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u></b></p> <p>I. <i>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</i></p> <p>II. <i>"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p>III. <i>"Bidder from a country which shares a land border with India" for the purpose of this Order means: -</i></p> <p style="margin-left: 40px;">a) <i>An entity incorporated, established or registered in such a country; or</i></p> <p style="margin-left: 40px;">b) <i>A subsidiary of an entity incorporated, established or registered in such a country; or</i></p> <p style="margin-left: 40px;">c) <i>An entity substantially controlled through entities incorporated, established or registered in such a country; or</i></p> <p style="margin-left: 40px;">d) <i>An entity whose beneficial owner is situated in such a country; or</i></p> <p style="margin-left: 40px;">e) <i>An Indian (or other) agent of such an entity; or</i></p> <p style="margin-left: 40px;">f) <i>A natural person who is a citizen of such a country; or</i></p> <p style="margin-left: 40px;">g) <i>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</i></p> <p>IV. <i>The beneficial owner for the purpose of (iii) above will be as under:</i></p> <p style="margin-left: 40px;">1. <i>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a</i></p>

Signature of Tenderer:

Company's Round Seal:

Date:

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	<p><i>controlling ownership interest or who exercises control through other means.</i></p> <p><i>Explanation-</i></p> <p style="margin-left: 40px;"><i>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</i></p> <p style="margin-left: 40px;"><i>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</i></p> <p><i>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</i></p> <p><i>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</i></p> <p><i>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</i></p> <p><i>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</i></p> <p><i>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</i></p> <p><i>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (Related to tenders for Works contracts, including Turnkey contracts)</i></p>
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Signature of Tenderer:		Company's Round Seal:
Date:	Place:	



**TENDER NOTICE No. UGVCL/SP/IV/1144 /Server**

I, \_\_\_\_\_ (Name of the Authorized Signatory) having \_\_\_\_\_ age \_\_\_\_\_, Designation \_\_\_\_\_ of M/s \_\_\_\_\_ (Name of the seller with address) having \_\_\_\_\_ PAN (10 Digits) do hereby declare that UGVCL has awarded the order of (Description of Supply Order) having (Order No and Date) and we hereby undertake that we, M/s \_\_\_\_\_ have

1. The sales / gross receipts / turnover of more than Rs. 10 Crores in immediately preceding financial year and
2. Total receipts from UGVCL for consideration for sale of Goods as per the contracts awarded is likely to exceed / not exceed Rs. 50 lakhs during the FY \_\_\_\_\_

And hence we are liable to charge and collect TCS @ 0.075% / 0.1% (strike out whichever is not applicable) from UGVCL during the FY \_\_\_\_\_.

We also undertake that the TCS collected from UGVCL shall be paid to Government Treasury within the prescribed time limit and necessary TCS returns in prescribed format will be filed by us.

We further undertake that TCS certificate in Form 27D will be submitted to UGVCL within 30 days from the end of respective Quarter. In case, if we fail to pay TCS to Government Treasury within prescribed time limit or fail to file TCS returns in prescribed time limit or fail to submit the TCS certificate within 30 days from the end of quarters, UGVCL is entitled to recover the amount of TCS so collected from this contract or any other contract or from any other amount payable to us.

Thanking You.

For,  
 (Name of Authorized Signatory)  
 Designation:

Successful Bidder/s has to submit undertaking regarding e-invoicing under Goods & Services Tax (GST) w.e.f 01<sup>st</sup> October 2020 as per below mentioned

**Annexure-B (GST e-Invoicing).**  
 (On Stamp Paper of Rs. 300 Duly Notarized)

Date:

To,  
 The Chief Engineer(P)  
 Corporate Office, UGVCL  
 Mehsana.

Respected Sir,

Signature of Tenderer:		Company's Round Seal:	
Date:	Place:		

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	<p>I, _____(Name of the Authorized Signatory) having age _____, Designation _____ of M/s _____(Name of the seller with address) having _____ (PAN) and _____ (GST no. do hereby declare that UGVCL has awarded the order of (Description of Supply Order/Contract Order) having (Order No and Date) and we hereby undertake that We, M/s _____ have the sales / gross receipts/ turnover of more than/ less than (strike out whichever is not applicable) Rs. 500 Crores in the current financial year and we are covered / not covered under the provisions of e-invoicing under GST.</p> <p>We hereby undertake to comply the provisions of e-invoicing under GST and indemnify UGVCL for any financial/ non-financial loss that UGVCL has to suffer due to non-compliance of e-invoicing provisions under GST Act and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to UGVCL within prescribed time limit.</p> <p>Thanking You.</p> <p>For, (Name of Authorized Signatory)</p> <p>Designation:</p>
32.	<p><b>EARNEST MONEY DEPOSIT: (E.M.D.)</b> Please consider following Change in EMD Clause of Commercial Terms and Condition.</p> <p>The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&amp;D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate) &amp; CSPO / NSIC / DGS&amp;D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.</p> <p>The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhaar Memorandum/Udyam Registration Certificate, it should indicate the manufacture of related group of item.</p> <p>In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&amp;G/Policy (pt. IV) dated 6th August, 2020, amended notification S.O.2347 (E) dtd.16th June-2021 and subsequent amendments ,if any issued by MSME in future : only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid From 31st March,2022 as amended by the Ministry of Micro,Small and Medium</p>

Signature of Tenderer:		Company’s Round Seal:	
Date:	Place:		



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	<p>Enterprises(MSME),Govt.of India on dtd.19.1.2022.</p> <p><b>Whenever above clause Amended by Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi same will be applicable.</b></p>
33.	<p><u>Guidelines for placing Vendors / Contractors for Purchase / Works in stop deal / banned for business dealing / black listing:-</u></p> <p>a) The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under:-</p> <p>A Firm will be placed in a Stop deal / banned for business dealing, if the Firm -</p> <p>a.1) Has submitted fake, false or forged documents/certificates,</p> <p>a.2) Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,</p> <p>a.3) Has tampered with the stipulated tendering procedure.</p> <p>a.4) Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,</p> <p>a.5) Has committed breach of contract or has failed to perform a contract or has abandoned the contract,</p> <p>a.6) Has failed to provide suitable expertise for the work as per prescheduled programme of Tender.</p> <p>a.7) Has failed to submit all the necessary test reports / documents within time schedule / as per company's time limit as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.</p> <p>a.8) Has indulged in construction and erection of defective works.</p> <p>a.9) Has supplied inferior quality / defective materials and refused to replace with stipulated time frame as specified by the company.</p> <p>a.10) Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials / documents/ drawings/ tools or plants or equipment supplied by the Company,</p> <p>a.11) Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,</p> <p>a.12) Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.</p> <p>a.13) Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.</p> <p>a.14) Has parted with, leaked or provided confidential/ proprietary information</p>

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Date:	Place:	

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of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,

a.15) Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and

a.16) In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing / black listing.

b) Effect of putting a firm for Stop dealing / Banned for business dealing:-

b.1) The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist. All the firms / Company where such proprietor / partners / directors involve or participating as proprietor / partners / directors, such firms / Company shall also be considered for stop deal / banned for business dealing / black list.

b.2) Once the name of the firm and / or proprietor / partners / directors of the firm appears in the list of Stop dealing / Banned for business dealing / black list in any Company of GUVNL and its Subsidiary Companies,

b.2.1) No enquiry shall be issued to a firm.

b.2.2) No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

b.3) Action to be taken, when a firm and / or proprietor / partners / directors of the firm is put on Stop dealing / Banned for business dealing / blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-

b.3.1) Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.

b.3.2) After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.

b.3.3) After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.

b.3.4) The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.

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	<p>b.4) If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.</p> <p>b.5) The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.</p> <p>b.6) When a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works / units of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies &amp; for all Services of the Firm.</p> <p>b.7) If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist. The Managing Director of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply, for his Company only.</p> <p>c) Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.</p>
34.	<p>Bidders/ Agents:-</p> <p>A bidder shall not have conflict of interest with other bidders for Particular quoted item. Such conflict of interest can lead to anti-competitive Practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <p>a) they have proprietor/partner(s)/ Director(s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or</p> <p>c) they have the same legal representative/ agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</p>

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Date:	Place:	

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	<p>e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal Manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/ foreign agent on behalf of only one Principal.</li> </ol> <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/management units in same/similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.</p>
35	<p>Following clause/s of tender commercial terms and conditions may please be considered (not applicable) as deleted for this tender.</p> <ul style="list-style-type: none"> <li>☞ Clause No.1 : Vendor Registration</li> <li>☞ Clause No.2 : Category of firm</li> <li>☞ Clause No.5 : Quantity Distribution</li> <li>☞ Clause No.30 : Test Certificates</li> <li>☞ Clause No.31 : Type Tests</li> <li>☞ Clause No.49 : Audit Inspection.</li> <li>☞ Clause No.60 : Quantity Tolerance</li> <li>☞ Clause No.65 : Embossing</li> <li>☞ Clause No.67 : MINIMUM TENDERING QUANTITY</li> </ul>

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

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**INTGRITY PACT**  
**OUR ENDEAVOUR**

	UGVCL's COMMITMENT		PARTY's COMMITMENT
•	To maintain the highest ethical standards in business and professional	•	Not to bring pressure recommendations from outside UGVCL to influence its decision
•	Ensure maximum transparency to the satisfaction of stakeholders	•	Not to use intimidation, there at, inducement or pressure of any kind on UGVCL or any of its employees under any circumstances
•	To ensure to fulfill the terms of agreement/contract and to consider objectively the view point of parties	•	To be prompt and reasonable in fulfilling the contract, agreement, legal obligations
•	To ensure regular and timely release of payment on due dates for work done	•	To provide goods and/or service timely as per agreed quality and specification at minimum cost to UGVCL
•	To ensure that no improper demand is made by employees or by anyone on our behalf	•	To abide by the general discipline to be maintained in our dealings
•	To give maximum possible assistance to all the vendors / Supplier / Service Providers and other to enable them to complete the contract in time	•	To be true and honest in furnishing information
•	To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/job successfully in time	•	Not to divulge any information, business details available during the course of business relationship to others without written consent of UGVCL
•	To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract/work order	•	Not to enter into carters/syndicate/understanding whether formal/non formal so as to influence the price

**(Seal & Signature)**  
**UGVCL's authority Signatory**  
**Name:**  
**Designation:**

**(Seal & Signature)**  
**Party's authority Signatory**  
**Name:**  
**Designation:**

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	



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**CHECK LIST**

**(THIS IS MANDATORY)**

**CHECK LIST & DOCUMENTS REQUIRED IN FOLLOWING ORDER TO BE UPLOADED ONLINE WITH PRELIMINARY AND TECHNICAL BID**

Sr.No	Documents in following order to be attach	Attached YES/NO	Nos. of Page
<b><u>Tender Documents for Preliminary Stage with duly signed and sealed</u></b>			
1.	Forwarding letter for submission of Tender Fee & EMD & Vendor Registration Certificate	Yes / No	
2.	Scanned copy of DD of Tender Fee	Yes / No	
3.	Payment Copy if paid Tender Fee/EMD through RTGS/NEFT	Yes / No	
4.	Scan Copy of receipt in cash for cash payment (Up to RS.10000)	Yes / No	
5.	Scanned copy of DD/Bank Guarantee for EMD	Yes / No	
6.	Notarized Copy of Valid CSPO (Central Store Purchase Organization)/NSIC Certificate	Yes / No	
7.	Notarized Copy of Udyam Registration Certificate	Yes / No	
8.	Copy of Valid Vendor Registration Certificate for Tendered Item (If applicable as per Schdule-A Condition)	Yes / No	
9.	Vendor Registration fees payment receipt copy (If applied for renewal/ New Registration)	Yes / No	
10.	List of Order Executed if any	Yes / No	
11.	Notarized Copy of GST registration Certificate	Yes / No	
12.	Other document if any	Yes / No	
<b><u>Tender Documents for Technical Stage with duly signed and sealed</u></b>			
1	Forwarding for Technical Bid submission	Yes / No	
2	Signed and Seal copy of GTP & Technical Specification /Drawing	Yes / No	
3	Copy of Audited Account of Last three years	Yes / No	
4	List of Testing Facility on Company's Letter Head	Yes / No	
5	List of Machinery on Company's Letter Head	Yes / No	
6	List Of Partners/Directors with Address and Contact No. On Letter Head	Yes / No	
7	Notarize copy of all Type Test of Tender Item(Not Older Than 7 Year)	Yes / No	
8	BIS License Notarized Copy	Yes / No	
9	Copy of PAN Card	Yes / No	
10	Notarized copy of valid Factory License	Yes / No	
11	Valid ISO Certificate	Yes / No	
12	Duly Signed and Seal Copy of Schedule-A	Yes / No	
13	Duly Signed and Seal Copy of Authorize Person Undertaking	Yes / No	
14	Duly Signed and Seal Copy of Conflict of Interest Annexure	Yes / No	
15	Commercial Terms and Condition duly signed and seal	Yes / No	
16	Certificate-M as per format in Schedule-A	Yes / No	
17	Undertaking e-invoice as per Annexure-A of Schedule-A	Yes / No	
18	Quality Assurance Plan on Letter Head	Yes / No	
19	Performance Certificate	Yes / No	
20	Tender Amendment (if any)	Yes / No	
21	Order copy of Past Experience (Private Or GUVNL & their Subsidiaries Companies)	Yes / No	
22	Undertaking Regarding Stop Deal/ Black List	Yes / No	
23	Details regarding, If bidders are (1) Women Proprietor or (2) All partners are women, in case of partnership firm or (3) All share holders are women, in case of company, letterhead.	Yes / No	
24	Other document if any	Yes / No	

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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Signature of Tenderer:		Company's Round Seal:
Date:	Place:	