UGVCL
Uttar Gujarat Vij Company Ltd.

INSTRUCTIONS TO BIDDER

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CONDITIONS OF CONTRACT

Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing and Post migration AMC

TENDER ENQUIRY NO: - UGVCL/IT/GPRS Billing/244

UTTAR GUJARAT VIJ COMPANY LIMITED
MEHSANA

UGVCL
Uttar Gujarat Vij Company Ltd.

Tender Notice UGVCL / IT / GPRS Billing / 244

Tender enquiry for Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing and Post migration AMC.

UGVCL invites tender for Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing. Tender papers &specifications may be received from IT Section, R&C Office, UGVCL, Mehsana. Tender fee to be paid along with submission of tender. All the relevant documents of tenders to be submitted physically will be received only by registered post A.D. Or Speed Post addressed to Superintending Engineer (IT& EMC), Uttar Gujarat Vij Company Ltd., Corporate Office, Visnagar Road, Mehsana: 384 001 (N.G). "Courier service or hand delivery" will be not allowed. This tender is invited in two bid system i.e. Price bid and Technical bid.

1	Tender No.	UGVCL / IT / GPRS Billing / 244
2	Description:	Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing and Post migration AMC
3	Estimated Cost:	Rs 49,56,000.00 with GST(18%)
4	Tender fees (Non Refundable):	Rs. 1000 + Rs.90(18% GST) = Rs.1090
5	EMD:	Rs. 49560/- (1% of estimated value)
6	Security Deposit	10% of Contract Value
8	Validity of tender:	90 days from the date of opening of Bid
9	Last date of online receipt of tender on www.nprocure.com	13/09/2022 up to 16.00 hrs.
10	Last Date of physical submission of tender	On or before 17/09/2022 up to 15.00 hrs. by registered post or speed post only
10	Date of opening of technical bid of tender & verification of documents	19/09/2022 at 16.00 hrs. (Tentative, if possible)
11	Date of opening of Price Bid	27/09/2022 at 16.00 Hrs. (Tentative, if possible)

The Tender should be strictly submitted by RPAD / Speed Post Only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the UGVCL shall not assume any responsibility for late receipt of tender.

❖ **Prequalification Requirement:**

Sr. No.	Performance Variable	Eligibility Criteria	Documentary Proofs Required
1	Company Profile	The bidder company shall be a Reputed Software Development Company incorporated in India (registered company under the Companies Act 1956/2013 with Registrar of Companies).	Attested copy of Certificate of Incorporation (Registration) issued by the Registrar of Companies
2	Company Profile	The bidder company shall have a valid GST Registration Number, PF Code and PAN.	Attested copies of the GST registration certificate, PF code and PAN card.
3	Experience of Support Provider	Bidder(s) (including its predecessor entities in case of takeover/merger/amalgamation etc) should be in the business of development and Implementations of Android OS base mobile APP with manage and maintain latest Android versions having backward compatibility and PHP, JSON, API, WEB technologies etc in offline and online mode for at least 3 years as on tender date with Oracle databases in utility billing. Preferably in Government Sector. At least 3 years' Experience of seamless integration of Android APP Project with ERP integration is essential.	Documentary evidence of Purchase orders / Framework agreements for this duration
4	Experience of Support Provider (Man Power)	Bidder(s) (including its predecessor entities in case of takeover/merger/amalgamation etc) must have IT setup with minimum 7 qualified employees, qualification related to this project requirement, in the last 3 years. Following experience is preferable. • Experience (Technical) in the field of development Android OS base mobile APP. • Experience expert in the field of process-oriented IT solutions for both WEB based and mobile based applications with PHP, JSON, API, Oracle database etc technologies. • Experience in the field of integration of third party Blue Tooth, Dot-matrix and Thermal Printers using OEM SDK with Mobile APP.	Bidder has to provide Documentary evidence.

| 5 | Experience of Support Provider | Bidder(s) (including its predecessor entities in case of takeover/merger/amalgamation etc) company shall have average turnover of Rs. 1.50 crores or more from the IT / SI business during last 3 Financial Years i.e. FY 2018-19, FY 2019-20, FY 2020-21. | Audited Financial Statements / Annual Reports of the Company for FY 2018-19, 2019-20 and FY 2020-21. Bidder shall submit CA certificate showing Turnover from IT/SI business separately in the last 3 Financial Years. Financial Statements/CA Certificate must distinctly describe the revenue heads. |
| 6 | Legal Requirement | Bidder(s) (including its predecessor entities in case of takeover/merger/amalgamation etc) company should not have been black listed or given "stop deal" notice by any of the Govt. of Gujarat agencies /GoG/PSUs. | Details if any, in context of this clause shall be provided. |

GUVNL shall provide Hardware, Servers, Suitable Linux OS, Oracle Database license and its ATS etc and its support shall bare by GUVNL. These eligibility criteria are neither exhaustive nor in any particular order of significance. Any bid not meeting all of these minimum eligibility criteria is liable to be rejected by GUVNL.

1. **One sealed envelope for "Technical bid":**

All the relevant documents as per requirement of the tender to be submitted physically along with the Tender Fee, EMD in one envelop with heading of **"Technical Bid for UGVCL / IT / GPRS Billing /244"**. This technical bid shall be opened at date and time mentioned in the tender notice, if possible. Technical bid will be opened first and subject to evaluation based on the prequalification requirement criteria contained in the individual bid document. Price bids of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

The Earnest Money Deposit and tender fee will be accepted by Demand Draft on any Nationalized Bank payable at "MEHSANA" & drawn in favour of "UTTAR GUJARAT VIJ COMPANY LIMITED". Tender without EMD and tender fee shall be outright rejected. Two separate demand draft for Tender fee and EMD should be submitted with technical bid.

The above Sealed envelopes are put in one sealed envelope with heading of "**Tender Notice No: UGVCL / IT / GPRS Billing /244 for Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing**".

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2. **Price bid**

The Bidders are requested to submit online price–bid on www.nprocure.com. No physical covers is required for price bid. UGVCL rights to give separate order of tender on basis of Schedule-B.

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

The UGVCL reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

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Chief Engineer (PP)
UGVCL, MEHSANA

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1. **Total estimate value work:**

   The estimate value of New Development Features requirement is Rs. 17,70,000/- with GST (18%) and per year AMC value is Rs. 10,62,000/- with GST (18%) so Total 3 year AMC value is Rs. 31,86,000 with GST (18%). The total estimated value of the work is approx. Rs. 49,56, 000/- with GST.

2. **Tax:**

   Income tax, TDS and GST TDS will be deducted as per rules.

3. **Contract period:**

   The migration work of Oracle & PHP up gradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs having integration with eUrja LT Billing shall be completed within a period of **6 (Six) month** from the date of issue of this order and AMC shall be commence for **3(Three) years** from the date of successful migration work completion and certified by GUVNL.

4. **Scope of Work:**

   Bidder shall have to done design, development, testing and implementation work as per requirement and monitoring under GUVNL, IT Dept., Vadodara.

   4.1. Database migration to Oracle & PHP up gradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs having integration with eUrja LT Billing.

   As per Annexure-A

   4.2. **Annual Maintenance Contract**

   Bidder shall have to provide annual maintenance contract for GUVNL AND all four DISCOMS for 3(Three) years. AMC required addressing followings:

   - Bidder shall have upgrade portals of GPRS/Web based cash collection time-to-time to work accurately with latest versions of browsers (chrome/Firefox/edge etc) with backward compatibility also.
   - Bidder shall have to upgrade Mobile App time-to-time to work accurately with latest OS version of Android with backward compatibility also.
   - Bidder shall have below Changes/ Development in application/ API or Mobile App
     - Data validation rule change in existing application
     - Whenever user specific issue arrives, need to track in core. Where development needs to track
       - Data transmission Download / Upload
       - Device / Android specific version
       - Data validation related checking
   - Bidder shall have change, as Input file format from e-Urja LT billing side changes - necessary changes needs to be accommodate in GPRS/WEB base applications.
   - Bidder shall have change, as Input file format for e-Urja LT billing side changes – necessary changes needs to be accommodate in GPRS/WEB base applications.
   - Bidder shall have change, as Introduction of New printers at DISCOMs, SDK integration and setting with various print rolls stationery changes.

- Bidder shall have to change, whenever user faces issue related to communication between Mobile App and Printer, need to provide different way of communications to match Mobile App specific requirement by way of considering OEM'S SDK, patches etc.
- Bidder shall have change, Online Data Validation and rule re-definition on user specific issue.
- Bidder shall have change, Offline Data Validation and rule re-definition on user specific issue or Device specific issue.
- Bidder shall have change, data integrity re-testing while data / server migration.
- Bidder shall have change, database optimization and work around tricks needs when there are big data analysis and DB normalisation etc, sometimes trigger related issue occurs.
- Bidder shall have change like UJALA EMI instalment/GOVERNMENT RELIEF printing etc. on bill printing via PDA and at all bill printing pages/Mobile App bill print view under the scope of work.
- Bidder shall have to change all printing format from GPRS base application such as bill print view on both portal and Mobile App as and when required.
- Bidder shall have to change all printing format of receipts of Web Base Cash Collection application on portal.
- Bidder shall have to facilitate at system to mitigate to capture Data/ location/IP tracking when user misuses data or for any monitoring purpose.
- E-Gram/Agency/SDO window collection WEB based Cash Collection System having to and fro seamless integration with eUrja applications for all DISCOMs so all integration so Bidder shall manage and maintain it time to time if required.
- In GPRS based billing system/Web base cash collection applications, Bidder shall update/modify/add necessary changes at report level.
- Bidder shall have to look after day to day ticket resolution of technical issues.

5. **Build & Testing**

   After the design activities, the Bidder shall have to do the required coding and testing of the software, which delivers the user requirements as per the System Requirement Specifications document.

   Software Design

   The Software Design should be done strictly on the basis of the scope of work that is duly approved by GUVNL/DISCOMs. The following activities shall be performed during this stage:

   - Micro level detailing of Functional Specifications
   - Plans for testing of Unit Modules.

   Software Development

   The software development should be done strictly on the basis of the Software Design Document, which is duly approved, by GUVNL/DISCOMs. The major activities involved at this stage are as follows:

   - Coding of Programs
   - Unit Level Testing / Debugging of Programs.

   Performance of the system should reveal the following:

   - Domain and Referential Integrity should be maintained while adding, deleting and modifying there cord.

- Field validation while entering the data.
- Record validation while adding, modifying and deleting there cord.
- Geographical redundancy of all important data by way of online/offline mirroring or any other suitable technological option making the best advantageous use of available Govt. infrastructure.
- Avoidance of duplication of data entry efforts throughout the network.
- Addition, modification and retrieval of the record within reasonable time.
- Auto code and Online Help by Pop-Up menu.
- Security on Object and on Subject.
- User approval/satisfaction certificate must require after implementation of software program successfully.
- Minimum three level security viz. access to the database, operation on record, process the database.
- Database of one office/wing should be compatible with the other.
- Audit trails for each operation. Options for cascade deleting.
- Reports on screen and on various types of printers in printable format.
- Query based reports
- Web solution for selected/relevant modules

Integration

- After the successful development and testing of module, the module will have to be integrated into a unified system. The system suggested by GUVNL/DISCOMs.
- On completion of the development and testing of the fully integrated system by the Bidder, the users of the system as per the acceptance criteria (based on the latest state-of-the-art technological norms) will test the system.

Testing and Installation of the Software

The test plan should address at least following issues:

- System functionality
- Accuracy of the system
- Response time of the system
- Data capture
- Menu, screen and other navigation
- Abnormal usage and system response.
- Validation, security and authorization
- Integration

The major activities involved at this stage of the assignment are as follows:

- Testing and debugging of programs
- Module testing
- Develop test data along with expected outputs.
- Integrated testing with the prepared data
- Installation of the software at all the offices.

Acceptance Testing of the Software

Before commencing the important activities of User training, data entry and implementation, Bidder shall conduct a comprehensive System Testing on installed software for its functional completeness and implement ability in consultation with GUVNL/DISCOMs.

Deliverable: (a) User Acceptance Test report (b) Training (c) User Manual & Technical manual

Implementation

The Bidder shall deliver, install and complete the transition from the existing systems to the new integrated system. The Bidder shall provide assistance to the acceptance testing of proposed solution, which will be controlled by the functional requirement as specified by GUVNL/DISCOMs.

6. **Back-up management & strategy:**

- It will be the sole responsibility of Bidder to manage and maintain the BACKUP of all necessary DATA/Information of GUVNL in the Application Software's.
- Bidder will have to implement necessary Backup Plan/Policy using existing infrastructure of GUVNL/DISCOMs. Bidder, if feels, may use its own Infrastructure facility for the ease of their operation with prior written permission from GUVNL/DISCOMs.
- The backup of necessary data/information will be decided by GUVNL/DISCOMs. The backup schedule like daily, weekly, monthly shall be designed and implemented by Bidder. This will be the part of entire scope for management and maintenance of Application Software's.
- Bidder will also be responsible to write the backup Data DVD / Data Cartridge/external hard drive and the same to be submitted to GUVNL/DISCOMs on monthly basis as per backup plan/Policy provided by them.
- GUVNL/DISCOMs will ensure that Data Backup is as per their requirement and correct.

7. **Source Code:**
- Periodically the bidder has to provide Source Code in DVD or Pen drive to GUVNL/DISCOMs.
- To assess the functional user requirements and to detail the scope of the work shall be the primary responsibility of the Bidder.
- The Bidder is expected to develop all application software concurrently. However, if the Bidder chooses, at its discretion and with prior consent of GUVNL/DISCOMs, to phase out the development, timely completion of the integrated solution and integration of such phased development of software with other modules to the satisfaction of GUVNL/DISCOMs shall be the responsibility of the Bidder. Also, GUVNL/DISCOMs will not entertain any request from Bidder to modify schedule of payment.
- The successful bidder, who is assigned the work, will have to hand over the source codes to GUVNL/DISCOMs after its initial implementation and during contract period on its updation/changes. Also, the final & last source codes will have to be handed over to GUVNL/DISCOMs, immediately after completion of the contract period. To assess the functional user requirements and to detail the scope of the work shall be the primary responsibility of the Bidder.

8. **Change Management:**

The purpose of the change management process is to manage the scheduling of changes and implement fault-free changes. Incorrect changes in system shall not be counted as change request. All the change requests need to be verified and approved by concerned authorities before its implementation.

The bidder shall follow the Change Management procedure. The same is mentioned below:

- Identification and documentation of the need for change and change details (request for change) by Change Management Group (CMG).

- Impact Analysis of the received Change Requests in terms of applications as exploring such functionality in the standard package or requirement can be mapped by the best possible ways such as altering existing configuration setups etc. Maintenance Support vendor may guide competent authorities for re-engineering of existing processes as per standard industry practices before attempting any efforts towards changes.

- Deriving the required efforts & seeking administrative approval from the competent authorities of change requests. The start date shall be the date on which Maintenance Support vendor receives the administrative approval to proceed for a change. Financial approval may follow later.

- Readiness of Maintenance Support vendor after working for the envisaged changes after self-testing thoroughly.

- The Change Requests (CR) implementation after due testing and complete acknowledgement from business functions.

- The Change Requests (CR) implementation start date shall be the date on which Maintenance Support vendor receives the approval.

- Change request estimate shall be submitted in man days and shall be verified and vetted by GUVNL or (agency / committee appointed by GUVNL).

- The bidder shall be responsible for deploying critical patches, rollup updated patches, OS update, etc. in timely manner and failures to do so will be considered as default in services.

- Some illustrative examples of change request which shall be considered or not considered as change request are shown here under:
    1. Changes / addition in the Business Process / Functionality shall be considered as change request.
    2. Any major change required due to upgrade in product version or environment shall be considered as change request.
    3. In case of any dispute for closing of these efforts, decision of GUVNL or its authorized agency shall be the final and no escalation to any outside body shall be allowed in terms of timely completion of project. Further, it would be expected that bidder shall immediately start the work without waiting for decision on closing of the efforts. Increase / merging / bifurcation / configuration in office location and addition of generation power plant, addition of substation shall not be considered as change request.
    4. All changes required for any area of function including the changes required for tariff of consumers, e-Urja LT Billing, accounting formats / schedules, duty / tax structures shall not be payable as change request.
    5. For change requests in core functionality involving efforts of much more than three days, these efforts would be reviewed on case to case to basis and after review and acceptance on case to case basis by GUVNL, they may be considered for payment at the sole discretion of GUVNL.

        Note: Upon approval of change request (CR), the execution of CR by Maintenance Support vendor, shall be carried out followed by testing by CR Owner then updating of documentation and deployment of change shall be done by Maintenance Support vendor.

9. **Service Level Agreement**

    Performance Measurement – SLA
    This section describes the metrics or Service Level Agreements that will be used to measure the performance of the maintenance Support. The following severity level classifications have been established to provide a service-delivery monitoring and evaluation mechanism.
    Integrity and confidentiality shall be maintained for working from other development centre of you.
    In this case, permission is required to be obtained from GUVNL.

Support will prioritize the user problems and request based on the following parameters:

Sr. No.	Severity Level	Severity Level Definition
1	1-High	A critical service is seriously impacted by a problem: There is no realistic workaround available and financial, customer-related or safety related impacts could occur.
2	2-Medium	A non-critical service is unavailable or impaired by a problem: There is no direct immediate impact on business. Work can continue with minor disruptions or loss of efficiency. Alternative ways of performing normal work are available.
3	3-Low	A minor problem or requests for enhancement or change to the system: A permanent workaround is in place but could result in loss of productivity to the user. This is a non-critical requirement or a cosmetic change, which disrupts neither the functional nor operational flow. Typically handled offsite.

Sr. No.	Time to/Severity levels (since call registration)	Severity -1	Severity -2	Severity -3
1	Acknowledge	60 minutes	90 minutes	120 minutes
2	Resolution/Workaround	8 business hours	3 business days	6 business days
3	Permanent Fix	4 business days	6 business days	15 business days

Note: Delay for prescribed time limit will attract penalty as for tender clause no. 20

Support of the Oracle Application and Database would be broken down into three (3) response levels.

1. Emergency – (Production Down)
Response by phone or E-Mail should be within 1 hour on a 24/7 basis. If remote support does not result in the resolution of the problem, a 4-hour on-site response is required.

2. Compromised – (Production Up, Application component compromised)
Response by phone or E-Mail should be within 4 hours. If remote support does not result in resolution of the problem, a 24-hour on-site response is preferred.

3. Non-Critical – (Production Up, Application Normal)
Response by phone or E-Mail should be within 24 hours. Schedule a convenient time for GUVNL follow-up. The application maintenance and support should include the reporting tool, Discoverer Release used.

10. Security Deposit:
- Within 15 days from the date of issue of Letter of Acceptance from the UGVCL, shall be required to furnish a Security Deposit for an amount equal to 10 % (Ten Percent) in the form of cash or bank guarantee of the total contract price towards the performance of the Contract in accordance with the terms and conditions specified therein. The guarantee shall be valid up to 90 days after completion of the entire contract work.
- The Performance guarantee (SD) will be returned back without any interest on successfully completion of contract period.

11. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in GUVNL/DISCOMs country, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and GUVNL/DISCOMs is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. GUVNL/DISCOMs will give notice to the Bidder of such claim, if it is made, without delay.

12. Delays in the Bidder's Performance

- Delivery & implementation of the software and performance of the services shall be made by the Bidder in accordance with the time schedule specified by GUVNL/DISCOMs in the contract document.
- If any time during performance of the contract, the Bidder should encounter conditions impeding timely delivery & implementation of the software and performance of the services, the Bidder shall promptly notify GUVNL/DISCOMs in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, GUVNL/DISCOMs shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the Bidder and GUVNL/DISCOMs, shall be at no extra cost to GUVNL/DISCOMs.
- Except as provided under the clause of Force Majeure, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of a penalty pursuant to the related penalty clause, unless an extension of time without the application of penalty was agreed upon in advance by GUVNL/DISCOMs.

13. Supplier / Bidder's Obligations

The Bidder is obliged to work closely with the GUVNL's/DISCOMs staff, act within its own authority and abide by directives issued by GUVNL/DISCOMs.

The Bidder will abide by the job safety measures prevalent in India and will free GUVNL/DISCOMs from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold GUVNL/DISCOMs responsible or obligated.

The Bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanours.

The Bidder will treat as confidential all data and information about the GUVNL/DISCOMs, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of GUVNL/DISCOMs.

14. Confidentiality

The qualified Bidder, their personnel and their contractors hereby agree and undertake that during the term of the Contract, and thereafter, the Bidder agrees as follows:

- To maintain as confidential all Information (hereinafter defined), using such high degree of care as is appropriate to prevent any unauthorized use or disclosure, in any manner;
- Not to disclose, directly or indirectly, in any manner whatsoever, any Information to any one;
- Not to make use of any Information which includes the results of any activities performed by the

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Bidder or any other data garnered by the Bidder, in any manner, directly or indirectly, for his own purposes or the benefit of anyone or any other entity other than the GUVNL/DISCOMs;

• That the Information is the sole property of the GUVNL/DISCOMs and that all rights, title and interest to the Information are held and owned by the GUVNL/DISCOMs (and/or its affiliates) and disclosure or obtaining or procurement of the Information by him does not give him any rights or license as to the Information nor does it create any interest in his favour in such Information.

Any proprietary or confidential Information, including but not limited to what is stated above, relating to the tender document and/or Contract and/or GUVNL's/DISCOMs business or operations shall be disclosed only with the prior written consent of GUVNL/DISCOMs. For the purposes of this tender document and the Contract, the term "Information" shall be interpreted and construed as including any trade secret, technical information, know-how or confidential, or proprietary information in the possession or control of the GUVNL/DISCOMs, whether such information pertains to the GUVNL/DISCOMs or any third party and whether such information is protected under any laws or not and shall include the following:

• any information relating to the GUVNL's/DISCOMs technology, processes, use of materials, data, archives, resources of any nature whatsoever and in any form whatsoever including inventions, discoveries, concepts, know- how, trademarks, copyrights, techniques, designs, schematics, specifications, drawings, diagrams, layouts, methods of processing and operational procedures;

• all information and other data that may be developed or designed by the GUVNL/DISCOMs and/or any of its affiliates;

• information that describes the GUVNL's/DISCOMs services, products and strategies, including but not limited to, processes, research and experimental work product administration and management;

• information relating to the GUVNL's/DISCOMs (and/or any of its affiliates) existing or planned businesses or business initiatives, organization, marketing activities and materials, reports, studies, organizational restructuring plans, and financial information;

• confidential information and material of any third parties with which or whom the GUVNL/DISCOMs conducts business or in respect of which the GUVNL/DISCOMs has confidentiality and non-disclosure obligations;

• any information, as described above, procured, obtained or contained in any proposals, plans, information memoranda or correspondences maintained by the GUVNL/DISCOMs or provided to any personnel including the Bidder;

• any document, agreement, correspondences, letters, records, working papers, specifications, lists of customers, lists of suppliers, drawings, notes, studies, manuals, schedules, test results or other documents, computer print-outs, computer readable information or emails relating to the business of the GUVNL/DISCOMs, whether internal or with any third party, which are not available for public view;

• any other information pertaining to or related to the GUVNL/DISCOMs or its affiliates, associates or group companies, customers and suppliers, including, but not limited to, information related to overseas operations, including transaction processes, operations information.

• Rights in the Confidential Information

• All ownership and Intellectual Property Rights in the confidential information shall remain vested in the GUVNL/DISCOMs.

• All passwords should be handed over to the General Manager (IT) or an officer who will be responsible as and when he asks.

• The ownership of all passwords, hardware base locking system (if any developed by the Bidder), keys will be solemnly of the GUVNL/DISCOMs. There will not be any right of the Bidder on it in any form.

15. Suspension and termination:

- If the Bidder shall be in Breach of any of the tender conditions, GUVNL/DISCOMs shall be entitled in its sole discretion and without prejudice to its other rights and remedies including its right of Termination hereunder, to suspend all or any of the rights of the Bidder including the Bidder's right. Such suspension by GUVNL/DISCOMs shall be by a communication in writing to the Bidder and shall be effective forthwith upon the issue thereof to the Bidder.

- If the Bidder makes remedy and rectify such cause, diligent then GUVNL/DISCOMs efforts to shall allow the Bidder reasonable time and opportunity for such remedy or rectification.

- The suspension of the rights of the Bidder by GUVNL/DISCOMs pursuant to Clause

- Suspension and termination shall be revoked by GUVNL/DISCOMs forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of GUVNL/DISCOMs unless in the meantime, the Bidder has been terminated by GUVNL/DISCOMs.

16. Submission of Bills:

The Bidder should forward the bills in triplicate copy quoting GST number. The original and duplicate copy of the bill should send to The Superintending Engineer (IT & EMC) for recording the measurement and address to the Dy. Chief Accounts Officer (Billing Section), Uttar Gujarat Vij Co. Ltd., Regd. Office, Mehsana. The Bidder should prepare bills for advance and final payments separately wherever applicable as per the terms of the contract. The supplier should mention on the original Bill, No and date of Tax Registration Certificate held under State / Central Sales Tax Act.

UGVCL shall not be responsible for any delay in payment of bills if the supplier fails to comply with any of the instruction given in acceptance of order.

17. Payment Terms:

A. No advance payment will be made.

B. All payments shall be made in Indian rupees.

C. If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required short fall**.** The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.

As per schedule –B, Sr.No(1), contract amount of New Development Features work as per scope of work will be release after successful completion of work with in contract period time and as per Sr.No(2), AMC contract amount will be release on quarterly i.e. every 3(Three) month basis. The agency will submit a bill after successful completion of work. Competent authority of IT Dept., UGVCL, will check Bill. Bill proceed for payment as per procedures of UGVCL after NOC / Work completion certificate receive from competent authority of IT Dept. GUVNL. Account section will payment against bill recording after verifying invoices and other related documents within 30 days. The payment will have made directly to you.

Deliverables for quarter-end month Payments:

The Help Desk Tickets/emails, SLA Compliance Reports & Change Requests Reports of respective quarter must be submitted by the vendor. The NOC / Work completion certificate from a GUVNL for satisfactory resolution of the issues will be obtained then & there itself. The GUVNL's NOC / Work completion certificate should be the basis for the payment of the concluding month of the relevant quarter.

18. Goods and Service Tax (GST):

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST and Cess

as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations).

You shall have to submit a C.A Certificate& duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted.

Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor.

However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

INPUT TAX CREDIT BENEFIT In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

19. **Statutory Variation:**

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to Bidder offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

UGVCL
Uttar Gujarat Vij Company Ltd.

20. Penalty:

In the event of delay of submission beyond the schedules dates, each day of delay will attract a penalty @ 0.5% per week or part thereof plus GST as applicable on delay portion subject to maximum 10% plus GST as applicable of the order value (End cost with GST).

(1) Compliance of law: The successful bidder will certify that he has complied with provision of industrial &Labor Laws including PF Act, ESI Act etc. as may be applicable.

(2) Additional Scope / work: Any additional work beyond the scope enumerated in the work order above shall be carried out by the Contractor only after written confirmation from the signatory of the work order. The Company shall not entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in the work order. Any such claim shall stand automatically null and void unless accompanied with a formal amendment to the work order.

21. Default in performance by Agency

If the Bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, the GUVNL/DISCOMs may give notice to the Bidder. The notice will be issued on occurrence of any event described hereunder.

- The agency has failed to fulfil any rules/regulation within reasonable time.
- The agency assigns the contract or subcontracts whole of the works or part thereof.
- The Bidder/agency becomes bankrupt insolvent, has a receiving order made against him or compounds with his creditors, or carried on business under a receiver, trustee or manager of the benefit of his creditors or goes into liquidation.
- Any other instance which violate the terms and conditions of this order.
- During this period, any work carried out by outside agency, such expense should be recover from your Bill.

The GUVNL/DISCOMs may after giving 10 days' notice to the Bidder, terminate the contract. Any such expulsion and termination shall be without prejudiced to any other rights or powers of the GUVNL/DISCOMs or the Bidder under the contract. The employer may upon such termination complete the work himself.

The GUVNL/DISCOMs shall not be liable to make any further payment to the Bidder until the works have been completed.

22. Restriction / Termination of Contract

- GUVNL/DISCOMs reserve the right to terminate the agreement by giving 10 days' notice in writing and no charges towards the unexpired period will be payable by the GUVNL/DISCOMs.
- Delay in excess of 05 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- Penalty shall be charged three times during the contract period during one year is a sufficient cause to terminate the contract.

23. Liability:

The GUVNL/DISCOMs does not accept any responsibility as regards of Factories Act. Workmen Compensation Act, Minimum Wages Act or any other acts of rules, which is concerned with the labors. You will be fully responsible for the persons/labors engaged by you, for any activities to be completed as per scope of this contract.

24. Agreement

As per company's rule an agreement on stamp paper of Rs. 300/- is to be done in the prescribed form within 10 days from the receipt of LOA. Purchase Order will be issued after agreement and SD payment only.

25. Extension Period

The AMC work can be extended further 2 (Two) years with terms condition after observing the performance of agency and mutually consent from both side.

26. Arbitration:

All the questions, disputes, difference whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Chairman/Managing Director, GUVNL/DISCOMs, for that purpose, who shall be a retired High Court Judge or a District and Session Judge and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to arbitrator shall be governed by the provisions of Indian Arbitration Act-1996 as amended from time to time and the rules made there under.

The arbitration proceeding shall be conducted at UGVCL, Rged. Office, Mehsana at such places as the sole Arbitrator determine.

27. Jurisdiction

Any dispute or difference arising under out of or in connections with the contract shall be subject to the exclusive jurisdiction of Mehsana.

28. Contractor's Undertaking

I/We have carefully read all the terms and conditions contained in these Specifications and am/are agreeable to the same. In token therefore, I/We have laid our signature and seal hereunder on each page.

GUVNL/DISCOMs reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.

GUVNL/DISCOMs right to accept Any Bid and to reject Any or All Bids and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
All correction / addition / deletion shall require authorized countersign.
During the period of contract, in any dispute arising between GUVNL/DISCOMs and THE BIDDER, the decision of GUVNL/DISCOMs will be considered final.
However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by GUVNL/DISCOMs only and the decision of THE BIDDER shall be bound by the decision taken by such appointed Arbitrator.

Chief Engineer (PP)
UGVCL, Mehsana

UGVCL

Uttar Gujarat Vij Company Ltd.

SCHEDULE: 'B'

Tender No: UGVCL/IT/GPRS Billing/244

Name of work: Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing and Post migration AMC migration AMC.

Sr. No.	Description	Rate (Without GST)	GST(%)	GST Amount	Total Amount with GST
1	Database Migration to Oracle & PHP upgradation of existing GUVNL GPRS Billing System and Web based cash collection system for all DISCOMs with integration with eUrja LT Billing and Post migration AMC migration AMC (New Development Features as per scope of work)				
2	Annual Maintenance Contract **for 3 Years**				
Total Amount					

Rupees in words:

Chief Engineer (PP)
UGVCL, Mehsana