

Tender

For

“Renewal of VMware vSphere Foundation for the period of One Year”

BY



UTTARAKHAND POWER CORPORATION LIMITED

DEHRADUN

<http://www.upcl.org>

Tender No: 05/IT/UPCL/2025-26 dated: 27th September 2025

The last date for submission is 18th October 2025 up to 11:30 Hrs.

**Superintending Engineer (IT, SCADA and ERP)
Uttarakhand Power Corporation Limited
Victoria Cross Vijeta Gabar Singh Urja Bhawan,
Kanwali Road, Dehradun.**

Phone: 0135 – 2763839, 2763672-75 ext. 250, 170

e-mail: it@upcl.org

Section I. Preface

About this document

The purpose of this document is to select an Agency for Renewal of VMware vSphere Foundation for the period of One Year.

Bidders are advised to study this document carefully. Submission of TENDER shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This TENDER document is not transferable. This document must be read in its entirety. Please verify that you have a complete copy.

Calendar of Events:

Tender brief Detail (Table –A)

1	Name of Tender	Renewal of VMware vSphere Foundation for the period of One Year.
2	Tender Identification No.	05/IT/UPCL/2025-26 dated:27-09-2025
3	Tender inviting authority	Superintending Engineer (IT, SCADA and ERP), V. C. V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun, Uttarakhand-248001
4	Cost of Tender Document	<p>Rs. 2,360.00 (Rs. 2,000.00 + 360.00) inclusive of GST @ 18% in form of Demand draft in favor of Executive Engineer (R-APDRP Part-A), UPCL payable at Dehradun.</p> <p>Bidders may also deposit tender Document Fees and Earnest Money Deposit (EMD) through RTGS/NEFT at the following UPCL R-APDRP Bank Account: Executive Engineer (R-APDRP) Part-A, UPCL Punjab National Bank M.B.I, Kanwali Road, Dehradun (Uttarakhand) Dehradun Account Number :: 4211002100006467 IFSC Code :: PUNB0421100</p> <p>Please submit the details of deposit amount to e-mail it@upcl.org and in online tender submission at www.uktenders.gov.in prescribed format Annexure-D of this tender document.</p>
5	Earnest Money Deposit/Bid Security	Rs. 1,00,100.00 (Rupees One Lac One Hundred Only) in the form of Demand Draft/FDR/ CDR/ Bank Guarantee in favor of Executive Engineer (R-APDRP Part A), UPCL payable at Dehradun which shall be valid for one hundred and eighty (180) days + 3 months claim period from the last date of bid submission as notified in the first NIT.
6	Availability of TENDER document on websites www.uktenders.gov.in or www.upcl.org for downloading.	30 th September 2025
7	Dates of Pre-Bid Conference	NA
8	Venue for Prebid/Tender Submission/ Tender opening	V. C. V. Gabar Singh Urja Bhawan, Kanwali Raod, Dehradun
9	Address for sending tender queries	Office of Superintending Engineer (IT, SCADA and ERP), V. C. V. Gabar Singh Urja Bhawan, Kanwali Raod,

		Dehradun -248001 Email:- it@upcl.org , Contact No.- 0135-2763672-75 Ext.-170,250
10	Last Date & Time of submission in online & offline mode	18 th October 2025 up to 11:30 Hrs.
11	Due Date of Opening of Technical Bid	18 th October 2025 at 16:30 Hrs.
12	Due Date of Opening of Financial Bid	To be notified later
13	Type of Tender	Open e-Tender
14	The Identification of this Bidding Process	Single Stage Two Envelope
15	Performance Security	Ten (10) percent of the total Contract value valid for the Period of one year + 6 months claim period. Performance security should be in favor of Executive Engineer (R-APDRP Part- A), UPCL payable at Dehradun and in form of Demand Draft/FDR/ CDR/ Bank Guarantee.
16	Validity of Bid	180 Days, after the bid submission deadline date prescribed by the UPCL
17	Pre-Qualifying conditions /Eligibility Criteria	Please refer Section –III of Tender document
18	Warranty	NA
19	Period of engagement	The initial period of contract at quoted prices is for the period of one year from the date of start of the work, however depending the performance of successful bidder; UPCL may extend the contract for another 2 years on mutual consent.
20	Payment Terms	All payment shall be made by Executive Engineer (R-APDRP-A), V. C. V. Gabar Singh Bhawan, Dehradun for the above work. Payment shall be made on submission of pre-receipted bill in duplicate to authorized representative of this office within 45 days from the date of receipt of correct invoice. 100% payment shall be made on receipt and confirmation on UPCL online account of respective portal of licenses / subscription on UPCL.
21	Supply and installation/ commissioning Period	Software licenses should be delivered and deployed within 4 weeks from the date of purchase order.
22	Penalty Condition	In case bidder is not able to supply and commissioning within the stipulated completion/ delivery period as mentioned above, except as provided under Section VII General Conditions of Contract clause 2.7 (Force Majeure), a penalty of 0.5 % per week (including taxes) of delayed work/ supply shall be deducted subject to maximum 10 % of contract value. In case delay beyond 2 weeks from delivery schedule, UPCL reserves the right to terminate the contract and forfeit the performance bank guarantee of the successful bidder.
23	GSTIN of UPCL	05AAACU6007G1ZP

Note:-1. In case of conflict in any condition of contract with those quoted in “Tender brief details Table –A”, then conditions of “Tender brief details Table –A” shall prevail.

Please note that any change in the above schedule shall be notified through website: www.uktenders.gov.in and www.upcl.org.



Sections in the TENDER Document

S.No.	Section	Content	Page Number
1	Section I	Preface	2
2	Section II	Instructions to Bidders	6
3	Section III	Eligibility Criteria	22
4	Section IV	Bidding Forms	23
5	Section V	Scope of Work /Technical Specification	30
6	Section VI	Bid Features	31
7	Section VII	General Conditions of Contract	32
8	Section VIII	Contract Forms	48
9	Annexure-A	Evaluation Methodology	52
11	Annexure-B	Compliance Matrix	53
12	Annexure-C	Schedule of Rate with BOQ (for view only)	54
13	Annexure-D	Format for online submission of tender cost	55

Section II. Instructions to Bidders (ITB)

A.	GENERAL
1	<p data-bbox="523 421 1410 488">The Identification Number of the Bid is: Please refer to Tender brief Details (Table-A)</p> <p data-bbox="523 584 1410 904"> 1.1 The Purchaser is: UTTARAKHAND POWER CORPORATION LIMITED VICTORIA CROSS VIJETA GABAR SINGH URJABHAWAN, KANWALI ROAD, DEHRADUN-248001 UTTARAKHAND INDIA </p> <p data-bbox="523 943 1410 1010">1.2 The Identification of this Bidding Process is: Single Stage two Envelope</p> <p data-bbox="523 1070 1410 1104">Name of the TENDER is: Please refer Tender brief Details (Table-A)</p> <p data-bbox="264 1155 424 1189">Introduction</p> <p data-bbox="523 1196 1410 1720"> 1.3 For clarification and Bid submission purposes only, the Purchaser’s address is: SUPERINTENDING ENGINEER (IT, SCADA and ERP) UTTARAKHAND POWER CORPORATION LIMITED VICTORIA CROSS VIJETA GABAR SINGH URJA BHAWAN, KANWALI ROAD, DEHRADUN-248001 UTTARAKHAND Corporate Identity No.- U40109UR2001SGC025867 Phone No. : 0135-2763672-75 ext 170, 250 Fax No. : 0135-2761869 E-mail : it@upcl.org </p> <p data-bbox="523 1727 1410 1921"> 1.6 The details regarding the TENDER process shall be available on the Websites www.uktenders.gov.in and www.upcl.org. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders. </p>

2	Payment Condition	2.1 Payments made under the Contract shall be in accordance with the terms and conditions of the Agreement between the Purchaser and the Bidder.
---	--------------------------	--

3	Corrupt Practices	<p>3.1 Purchaser requires bidders to observe the highest standard of ethics during the execution of the contract.</p> <p>(a) The following definitions apply:</p> <ul style="list-style-type: none"> • “Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; • “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; • “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to influence the action of any party in a procurement process or the execution of a contract; • “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; <p>(b) Purchaser shall reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p> <p>(c) Purchaser shall declare a firm ineligible, either indefinitely or for a stated period of time, for execution of such contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract OR if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Purchaser or a beneficiary of the fund, during the procurement or the execution of that contract, without the Purchaser having taken timely and appropriate remedial action</p> <p>3.2 Any communication between the bidder and the purchaser related to matters of alleged fraud or corruption must be made in writing.</p> <p>3.3 No margin of preference shall apply.</p>
---	--------------------------	---

4	Eligible Bidders	The bidders qualifying the eligibility criteria mentioned under Section-III of the TENDER document shall be termed as Eligible Bidders and shall
---	-------------------------	--

		be eligible for opening of their financial proposal.
--	--	--

5	Eligible Goods and Related Services	5.1 For the purpose of this Clause, the term “Goods” includes hardware/software if any; and “Related services” includes services such as insurance, transportation, associated documentation, installation, customization, integration, field survey, testing and commissioning, training, technical support, maintenance and other necessary services to be provided by the selected bidder and necessary for successful implementation of the AMC project as specified in the contract.
---	--	---

B. CONTENTS OF BIDDING DOCUMENT

6	Sections of the Bidding Document	<p>6.1 The Bidding Document consists of the Sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.</p> <ul style="list-style-type: none"> • Section I. Preface • Section II. Instructions to Bidders (ITB) • Section III. Eligibility Criteria • Section IV. Bidding Forms • Section V. Scope of Work/Technical Specifications • Section VI. Bid Features • Section VII. General Conditions of Contract (GCC) • Section VIII. Contract Forms • Annexure A to D <p>6.2 The Invitation for Bids issued by the Purchaser is a part of the Bidding Document.</p> <p>6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p>
---	---	--

7	Clarification of Bidding	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the ITB Clause 1.5. The Purchaser shall
---	---------------------------------	---

	Document	<p>forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 23.2.</p> <p>7.2 The Purchaser shall organize a Pre-Bid Conference at the time and place indicated in Clause 7.5. The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit their queries in writing to reach the purchaser not later than 24 hours before the conference. Queries and responses shall be communicated in accordance with ITB Clause 7.1. Any modifications to the Bidding document listed in ITB Clause 6.1 which may become necessary as a result of pre-bid conference shall be made by the Purchaser exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.</p> <p>7.3 The participants for the Pre-Bid Conference have to carry a duly filled and signed authorization form which is enclosed in Section IV- Bidding Forms.</p> <p>7.4 No questions will be entertained after Pre-Bid Conference.</p> <p>7.5 Details of Pre-Bid Conference: Date& Time: Please refer Tender brief Details (Table-A) Venue: Conference Hall, Victoria Cross Vijeta Gabar Singh Urja Bhawan, Dehradun, Uttarakhand</p>
8	Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>8.2 The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, etc) or any component of Related Service entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.</p> <p>8.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids.</p> <p>8.4 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.</p>
C. PREPARATION OF BIDS		
9	Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

		<p>9.2 The Bid Cost amount required to be submitted along with the bid in a separate envelop highlighting as “Bid Cost” is indicated hereunder:</p> <p>Amount (INR): Please refer Tender brief Details (Table-A)</p>
10	Language of Bid	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
11	Documents Comprising the Bid	<p>11.1 The Bid shall comprise single envelope, containing the Technical Proposal including Bid Security amount as mentioned in ITB Clause 20.8. The bidder may also furnish the details v.i.z. address, fax no. of the bank issuing the Bank Guarantee.</p> <p>11.2 Initially, only the Technical Proposals shall be opened at the address, date and time specified in ITB Clause 26.1. The Technical Proposals shall be evaluated by the Purchaser as per Evaluation Methodology mentioned in Annexure-A. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the Eligibility Criteria mentioned in Section-III will be termed as non-responsive and will not be evaluated further and shall be summarily rejected.</p> <p>11.3 Price Proposals of technically responsive Bids shall be opened in public at the date and time to be advised by the Purchaser. The Price Proposals shall be evaluated as per Evaluation Methodology mentioned in Annexure-A.</p> <p>11.4 Contract shall be awarded to the responsive bidder on L1 basis.</p> <p>11.5 The Technical Proposal shall contain the following:</p> <ul style="list-style-type: none"> (a) Technical Proposal Submission Sheet; (b) Bid Security, in accordance with ITB Clause 20; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21; (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid; (e) documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Document; and (f) documentary evidence in accordance with ITB Clause 18 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; (g) <u>Annexure –B “Compliance Matrix”</u> duly filled by bidder. <p>11.6 The Price Proposal shall contain the following:</p>

		(a) Price proposal has to be submitted only ONLINE under www.uktenders.gov.in , in accordance with ITB Clauses 12, 14, and 15. <u>No copy of price proposal shall be accepted in hard or soft copy with technical proposal. The price quoted online on financial bid format at www.uktenders.gov.in shall only be considered.</u>
12	Bid Submission Sheets and Price Schedules	<p>12.1 The Bidder shall submit the Technical Proposal using the appropriate Submission Sheets provided in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>12.2 The Bidders should take note of following points while submitting the Price Proposal: -</p> <p>(a) Price Proposal should clearly indicate the price to be charged without any qualifications whatsoever. All taxes (sales, service, etc.), duties (excise & customs, etc), octroi, fees, levies, works contract tax, Entry tax and other charges as may be applicable, to be paid pre- or post-delivery or to be deducted by the purchaser at source, in relation to the Goods and Related Services shall be quoted separately.</p> <p>(b) No copy of price proposal shall be accepted in hard or soft copy with technical proposal. The price quoted online on financial bid format at www.uktenders.gov.in shall only be considered.</p>
13	Alternative Bids	Alternative (alternate technology/architecture/design/ functionality or proposals with multiple options) bids shall be rejected.
14	Bid Prices and Discounts	<p>14.1 The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Proposal shall conform to the requirements specified below.</p> <p>14.2 The bidder should quote ‘FIRM’ prices as per Bid Proposal Schedule under Annexure-C. The bidders are requested to duly fill in figures for all the items as per price schedule covering entire scope of work without leaving any field as blank.</p> <p>14.3 All items must be listed and priced separately in the Price Schedules. If an item listed in Price Schedule is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.</p> <p>14.4 If an item is not listed in the Price Schedule, it shall be assumed not to be included in the Bid. In such event, if the bid is otherwise substantially responsive, Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The price of the missing or non-conforming item or component for this purpose shall be the highest of the prices quoted by the other bidders for such missing item or component.</p> <p>14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms (Year 2000), published by The International Chamber</p>

		<p>of Commerce, at the date of the Invitation for Bids.</p> <p>14.6 Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications.</p> <p>14.7 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.</p>
15	Currencies of Bid	15.1 Bidders to submit bid price in INR. Wherever reference to “Rupees” or “Rs” as currency has been made, the same should be taken as “Indian Rupees”.
16	Documents Establishing the Eligibility of Bidder	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms.
17	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	<p>17.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence against Goods and related Services.</p> <p>17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.</p>
18	Documents Establishing the Qualifications of the Bidder	18.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III Eligibility Criteria.
19	Period of Validity of Bids	<p>19.1 Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
20	Bid Security	<p>20.1 The Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency as provided in ITB Sub Clause 20.8.</p> <p>20.2 The Bid Security shall be in the form of a Demand Draft/FDR/Bank Guarantee from a Scheduled Indian bank as notified by Reserve</p>

		<p>Bank of India. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in the Bidding Forms at Section IV. The form must include the complete name of the Bidder. The Bid Security shall be valid for one hundred and eighty (180) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p> <p>20.3 Any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.2, shall be rejected by the Purchaser as non-responsive.</p> <p>20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the signing of the Contract with the successful Bidder pursuant to ITB Clause 41 and 42.</p> <p>20.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract.</p> <p>20.6 The Bid Security may be forfeited:</p> <p>(a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 19.1, except as provided in ITB Sub-Clause 19.2 or 25; or</p> <p>(b) if the successful Bidder fails to:</p> <ul style="list-style-type: none"> • sign the Contract in accordance with ITB Clause 41; or • furnish a Performance Security in accordance with ITB Clause 42; or • accept the correction of its Bid Price pursuant to ITB Clause 30 • If the bidder is found to have submitted false particulars / fake documents; • incidents of manipulation of rates by cartelization <p>20.7 The Bid Security must be in the name of the Bidder (Lead Member in case of consortium)</p> <p>20.8 The Bid Security shall be required and the amount required to be furnished in Indian Rupee is indicated hereunder:</p> <p>Particular: In the form of Bank Guarantee drawn on any Nationalized / Scheduled Bank.</p> <p>Bid Security (INR): Please refer Tender brief Details (Table-A)</p>
21	Format and Signing of Bid	<p>21.1 The Bidder shall prepare Technical Proposal as described in ITB Clause 11 and clearly mark as “TECHNICAL PROPOSAL”.</p> <p>21.2 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of Authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except</p>

		<p>for un-amended printed literature, shall be signed or initialed by the person signing the Bid. Response Formats duly filled along with supporting documents shall be page numbered and stitched, book bound as one volume. Each page of the bid (along with the supporting documents including CVs) should be signed by the authorized signatory. Spiral/Spico bound documents with end sealed may also be accepted. The documents submitted in any other way is liable to be rejected.</p> <p>21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
--	--	---

D. SUBMISSION AND OPENING OF BIDS

22	Sealing and Marking of Bids	<p>22.1 The Bidder shall enclose the Technical Proposal in sealed envelope, duly marking the envelopes as “TECHNICAL PROPOSAL” as appropriate.</p> <p>22.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser as indicated in ITB Clause 1.5; and (c) Bear the specific identification of this bidding process indicated ITB Clause 1.1 to 1.4. <p>22.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 26.1.</p> <p>22.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.</p> <p>22.5 <u>Please note that bidder shall submit a soft copy of Technical Proposal along with the Hard copy of Technical Proposal.</u></p>
23	Deadline for Submission of Bids	<p>23.1 Bids must be received by the Purchaser (in online and offline mode) no later than the date and time specified in the Section I Calendar of Events and at the address indicated in the ITB Clause 1.5. Please note that NO extension in the timeframe for bid submission will be granted.</p> <p>23.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
24	Late Bids	<p>24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 23. Any Bid received by the Purchaser after the deadline for</p>

		submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
25	Withdrawal, Substitution, and Modification of Bids	<p>25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:</p> <p>(a) submitted in accordance with ITB Clauses 21 and 22 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and</p> <p>(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.</p> <p>25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.</p> <p>25.3 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 19.1 or any extension thereof.</p>
26	Bid Opening	<p>26.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders’ representatives who choose to attend on the date and time specified in the Section I Calendar of Events.</p> <p>The bid opening shall take place at the following address:</p> <p>SUPERENDING ENGINEER (IT, SCADA, ERP) UTTARAKHAND POWER CORPORATION LIMITED VICTORIA CROSS VIJETA GABAR SINGH URJA BHAWAN, KANWALI ROAD, DEHRADUN-248001 UTTARAKHAND</p> <p>26.2 The Purchaser shall advise the responsive bidders in writing about the date, time, and location of the opening of Price Proposals.</p> <p>26.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.</p> <p>26.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only</p>

		<p>the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>26.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, Original as well as Modification, are to be opened, read out, and recorded at the opening. Both Original as well as Modification will remain unopened in accordance with ITB Sub-Clause 26.2.</p> <p>26.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded :</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Purchaser may consider appropriate. <p>Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids in accordance with ITB Sub-Clause 24.1.</p> <p>26.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p> <p>26.8 On the basis of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted responsive Technical Proposals to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.</p> <p>26.9 The Purchaser will notify Bidders in writing that have been rejected on the grounds of being non-responsive to the requirements of the Bidding Document.</p> <p>26.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted responsive Technical Proposals, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.</p>
--	--	--

E. EVALUATION AND COMPARISON OF BIDS		
27	Confidentiality	<p>27.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.</p> <p>27.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>27.3 Notwithstanding ITB Sub-Clause 27.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his subcontractors/consortium members meet the Purchaser’s personnel, it will be considered as “coercive practices”, and may result in rejection of the bid.</p>
28	Clarification of Bids	<p>28.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with ITB Clause 30.</p>
29	Responsiveness of Technical Proposal	<p>29.1 The Purchaser’s determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.</p> <p>29.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) does not meet all terms and conditions of the TENDER; (b) affects the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (c) limits or is inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or (d) If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals. <p>29.3 If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>

30	Non conformities, Errors, and Omissions	<p>30.1 Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.</p> <p>30.2 Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a Technical Proposal is responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.</p>
31	Preliminary Examination of Bids	<p>31.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> (a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; (b) written confirmation of authorization to commit the Bidder; (c) Bid Security; and (d) Manufacturer’s Authorization, where applicable. <p>31.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 11.6 have been provided, and to determine the completeness of each document submitted.</p> <p>31.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> (a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; and (b) Price Schedules, in accordance with ITB Clauses 12, 14, and 15.
32	Examination of Terms and	<p>32.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the TENDER document have been accepted</p>

	Conditions; Technical Evaluation	<p>by the Bidder without any material deviation or reservation.</p> <p>32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in the Scope of Work at Section V, of the Bidding Document have been met without any material deviation or reservation.</p> <p>32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB Clause 29, it shall reject the Bid.</p>
33	Margin of Preference	33.1 No margin of preference shall apply.
34	Evaluation of Bids	<p>34.1 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.</p> <p>34.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Eligibility Criteria and Evaluation Methodology in Annexure-A. No other criteria or methodology shall be permitted.</p> <p>34.3 To evaluate a Price Proposal, the Purchaser shall consider the following:</p> <p>(a) The Bid Price quoted in Price Proposal Submission Sheet exclusive of all duties, levies and taxes.</p> <p>(b) Price adjustment in accordance with Clause 14.3 of ITB for missing or non-conforming item(s) or component(s).</p> <p>34.4 The Purchaser shall award the Contract to the Bidder on L1 basis among responsive bidders.</p> <p>34.5 The bids shall be evaluated on total cost not on individual item cost.</p>
35	Comparison of Bids	35.1 The Purchaser shall compare all responsive bids, in accordance with ITB Clause 34.
36	Post-qualification of the Bidder	<p>36.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18 and to clarifications in accordance with ITB Clause 28. The bidder shall meet the qualifying requirements as mentioned in Eligibility Criteria (Section III).</p>
37	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
F. AWARD OF CONTRACT		

38	Award Criteria	38.1 The Purchaser shall award the Contract to the Bidder on L1 basis and is responsive to the Bidding Document.
39	Purchaser's Right to Vary Quantities at Time of Award	39.1 During or before execution of the Contract, the Purchaser reserves the right to increase or decrease the quantity by \pm 20%.
40	Notification of Award	40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
41	Signing of Contract	41.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement with the Conditions of Contract. 41.2 Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. 41.3 The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.
42	Performance Security	42.1 The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. 42.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms. 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement within 14 days of the receipt of notification of award shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security without any notice. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. 42.3 On acceptance of offer, the successful bidder shall provide Performance Security of ten (10) percent of the total Contract value valid for the Period of Contract + 6 months claim period.
43	Local Conditions	43.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these

		specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.
G. INTERPRETATION		
44	Interpretation the TENDER document	44.1 This Bid Document, Schedules, Annexure(s), the statements, exhibits and sections, if any, comprises the whole and complete Document
H. SETTLEMENT OF DISPUTES		
45	Governing Law	45.1 The governing law shall be: Laws applicable in exclusive jurisdiction of The High Court Of Judicature at Nainital , Uttarakhand and all courts subordinate to it's exclusive Jurisdiction.
46	Resolution of Disputes	46.1 The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution through arbitrator, nominated by Managing Director, UPCL. The place of arbitration shall be at Dehradun and provisions of Arbitration and Conciliation Act 1996 & its amendments thereof shall be applicable.

Section III. Eligibility Criteria

Please note that Bidders should submit all documents conforming the qualification as per the Eligibility Criteria mentioned in this section as part of Technical Bid. The bid is liable to be rejected without submission of relevant documents.

Qualifying Requirements

The bidder should meet the Qualifying Requirements as mentioned below:

S. No.	Qualifying Requirements	Documents Required
1	The bidder should be company in India, Proprietor, Partnership or LLP firms registered under relevant Indian Law.	<ul style="list-style-type: none"> Duly attested copies of Certificate of incorporation and certificate of commencement of business issued by the Registrar of companies/ competent authority under relevant Indian Laws have to be submitted.
2	The bidder should have minimum average annual turnover of Rs. 1.01 Cr. Lakh during the last three financial years.	<ul style="list-style-type: none"> Audited Balance Sheet and Profit & loss statement of last 3 financial years needs to be enclosed (financial year 2021-22, 2022-23 and 2024-25). In case audit Balance Sheet of year 2024-25 is not finalized, CA certified provisional Balance Sheet needs to be attached.
3	The bidders should not be currently blacklisted by any Government/ Government agency/ Bank / Institution in India.	<ul style="list-style-type: none"> Undertaking to this effect to be submitted.
4	The Bidder should be registered under GST.	<ul style="list-style-type: none"> Duly attested copy of GST and PAN certificate have to be submitted.
5	The bidder should be authorized channel partner/dealer/distributor for VMware vSphere Foundation products.	<ul style="list-style-type: none"> Tender specific authorization certificate from the Broadcom (formerly known as VMware) needs to be attached.

Functional Requirements:

UPCL reserves the right to ask for any additional information and also reserves the right to reject or accept the bid of any/all bidder(s), if in the opinion of UPCL the qualification data is incomplete or the bidder(s) is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future what so ever.

Section IV. Bidding Forms

Table of Forms

- 1 Technical Proposal Submission Sheet**
- 2 Bid Security**
- 3 Certificate as to Corporate Principal**
- 4 Pre-Bid Participation Form**
- 5 TENDER Clarifications Form**

1 TECHNICAL PROPOSAL SUBMISSION SHEET

Date: _____

TENDER Identification No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any: _____)
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services: _____
- (c) Our Bid shall be valid for a minimum period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security for the amount and period as specified in this document for the due performance of the Contract;
- (e) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Uttarakhand Power Corporation Limited;
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.

Name: _____

In the Capacity of : _____

Signed : _____

Duly authorized to sign the bid for and on behalf of: _____

Correspondence

Address:

Correspondence email ID: _____



Contact Number: _____

2 Bid Security

(To be accompanied with the Bank Guarantee)

Date : _____ TENDER Identification
No.: _____

To: _____

Whereas _____

_____ (hereinafter called "the Bidder") has submitted its Bid dated _____ for
TENDER Identification No. _____ for the services of
_____ hereinafter called "the Bid."

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) Execute the Contract; or
 - (b) Furnish the Performance Security, in accordance with the ITB Clause 42; or
 - (c) Accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 30.

We undertake to pay the Purchaser without protest or demur up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its



demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including one hundred and eighty (180) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name: _____

In the Capacity of : _____

Signed : _____

Duly authorized to sign the bid for and on behalf of: _____

Date: _____

3 Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Directors or Company Secretary)

(To be accompanied along with requisite copy of the Board Resolution)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above TENDER is authorized to bind the Company / Firm by authority of its governing body.

Signature: _____

Full Name: _____

Address: _____

4 Pre-Bid Participation Form

We hereby authorize _____, to attend the Pre-Bid Conference for Tender identification No. _____ on our behalf.

5 TENDER Clarifications Form

(To be submitted by Bidders for seeking clarifications regarding this TENDER. Please note that the clarifications sought or questions asked by bidders shall be accepted only via this mode of communication. These forms should be signed (initial) on all pages and should have a covering letter on the bidder's letterhead. Hard copy submission is mandatory. Soft copies can be sent for expedition of communication. In case of any mismatch, the hard copy shall be considered as final. Please note that Purchaser reserves right to reply/ selectively reply/ not reply at all. The submission of this form does not put any obligation or compulsion on the Purchaser in this regard.)

S.No.	Document	TENDER Section No. & Clause No.	Page No.	Clause	Clarification required by the bidder	Suggestions

Name: _____

In the Capacity of : _____

Signed : _____

Duly authorized to sign the bid for and on behalf of: _____

Date: _____



Section-V. Scope of Work

Uttarakhand Power Corporation Ltd. is running the Enterprise Resource Planning (ERP) system of M/s SAP on on-premise hardware, which requires supporting software such as SUSE Linux, Veeam, and VMware vSphere Foundation. The support/ subscription for these software solutions has expired. Uttarakhand Power now needs to renew the respective software subscriptions and support.

The successful bidder shall be liable to perform following works:

1. Successful bidder shall renew VMware vSphere Foundation from Original Equipment Manufacturer (OEM) for one year as indicated in the schedule of rates as per requirement of UPCL.
2. Detail of VMware vSphere Foundation as follows:
160 Nos. VMWare vSphere Foundation 8 licenses with one-year Subscription or higher, Priority Subscription, one-year Subscription

Section VI. Bid Features

1. The bidders are required to quote rate for one year for the item in schedule of rates (online mode only). The format of price bid is enclosed as **Annexure “C”** for reference.
2. The quoted rates will include the cost of all labor, material and T&P to complete the job in totality.
3. The rates quoted by bidders shall remain firm.
4. The Purchaser reserves right to modify the terms and conditions of the Contract, during the Project execution, so as to meet contingency situations, which can arise from time to time. Such modifications would be discussed and agreed upon by the successful bidder taking into consideration the Cost, time and other implications. After finalization of modification, the Contract Agreement may be suitably amended, if required.
5. **Call Registration Process:** Via Phone & mail. Successful bidder shall share their escalation matrix, contact number and email IDs for registration of complaints.
6. **Service Level Agreement (SLA):** - Not applicable for this tender
7. No field shall be left blank in online Schedule of Rate.
8. Bidders are liable to fill rate for item.
9. The tender should be complete in all respects including all supporting documents.
10. In case of the successful bidder, earnest money shall be converted into security deposit of the same amount and returned after completion of the work. For other bidders, the same shall be returned to respective bidder within one month of placing order to successful bidder.

Section VII. General Conditions of Contract

1.0	General Provisions
1.1	<p>Definitions</p> <p>Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings: -</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the India and the state of Uttarakhand as they may be issued and enforced from time to time; b) “Bank” means any Scheduled Indian Bank as notified by Reserve Bank of India. c) EE (R-APDRP Part-A)" means an officer of the rank of Executive Engineer, UPCL d) “Client” means UPCL, with its present address at Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun; e) “Service provider” means the successful bidder who has been awarded the Contract for the work as specified in the tender. f) “Agreement” means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof; g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof; h) “Currency” means the Indian Rupees i) “Personnel” means persons hired by the Service providers or by any sub-Service provider as employees and assigned to the performance of the Services or any part thereof; j) “Party” means the Client or the Service providers, as the case may be, and Parties mean both of them. k) “Services” means the work to be performed by the Service providers pursuant to this Agreement for the purposes of the project as per the Scope of work hereto; l) “Starting Date” means the date referred to in Clause 2.3 hereof; m) “Sub-Service provider” means any entity to which the Service provider sub-contracts any part of the services in accordance with the provisions of GC Clause 3.8, and; n) “Third Party” means any person or entity other than the Government, the Client, or the Service providers; <p>Relation between the Parties</p> <p>Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Service providers. The Service providers, subject to this Agreement, have complete charge of Personnel and sub-Service providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>

1.2	Law Governing the Agreement This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. All the services provided & manpower deployed under the contract should be governed by the applicable law and has to be insured and should indemnify the client from all the liabilities.
1.3	Language This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning interpretation of this agreement.
1.4	Headings The Headings shall not limit, alter or affect the meaning of this Agreement.
1.5	Notices Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram or facsimile to such Party at the addresses specified hereunder: - Client Superintending Engineer (IT, SCADA and ERP) Uttarakhand Power Corporation Limited., Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun – 248001 Phone 0135-2761869, Fax No. 0135-2761869 E-mail: it@upcl.org , Service Providers Attention: ----- Phone----- Telex----- E-mail----- Facsimile----- <i>[Note: Fill in the blanks]</i> Notice will be deemed to be effective as follows The notice shall be deemed to be effective in the manner and at time as specified as follows:

	<p>a) In the case of personal delivery, speed post or registered mail, on delivery;</p> <p>b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;</p> <p>Taxes and Duties</p> <p>The bidder should quote FIRM prices. All the charges, taxes, duties, Levies/Octori, GST on labour etc. should be quoted separately. Payment of any types of taxes/duties whatsoever shall not be made in any case if not quoted in the bids.</p> <p>Payment of any type of Govt. Statutory levies/taxes shall be the responsibility of the bidders. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall not be considered, in any case.</p> <p>As regards the income tax, surcharge on income tax, GST and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities and necessary applicable deductions as per the income tax, GST etc will be made from the bills of the successful bidder.</p> <p>Taxes shall be paid as per the prevailing rates at the date and time of billing/invoices.</p>
2.0	Commencement, Completion, Modification and Termination of Agreement
2.1	<p>Effectiveness of Agreement</p> <p>This agreement shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Service providers instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in this agreement have been met.</p>
2.2	<p>Termination of Agreement for Failure to Become Effective</p> <p>If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in this agreement, either party may, by not less than 15 (fifteen) days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.</p>
2.3	<p>Commencement of Services</p> <p>The Service providers shall begin carrying out the Services at the end of such period after the effective date as specified in the agreement.</p>
2.4	<p>Expiration of Agreement</p> <p>Unless terminated earlier pursuant to GC Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the ‘Effective date’ as shall be specified in this agreement.</p>
2.5	<p>Liability of Parties</p> <p>This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>

2.6	<p>Modification</p> <p>Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to <i>Clause 7.2</i> of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.</p>
2.7	<p>Force Majeure</p>
2.7.1	<p>Definition</p> <ul style="list-style-type: none"> a) For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot. Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies. b) Force Majeure shall not include <ul style="list-style-type: none"> i. Any event which is caused by the negligence or intentional action of a party or such party’s sub-Service provider or agent or employees, nor ii. Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder. c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
2.7.2	<p>No Breach of Agreement</p> <p>The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.</p> <ul style="list-style-type: none"> a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with a minimum of delay. b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
2.7.3	<p>Consultation</p>

	Not later than thirty (30) days after the Service providers, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
2.7.4	<p>Extension of Time</p> <p>Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.</p>
2.8	<p>Suspension</p> <p>The Client by written notice of suspension to the Service providers, may suspend all payments to the Service providers hereunder, if the Service providers fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Service providers to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Service providers of such notice of suspension. The client for any reasons beyond his reasonable control may ask the Service provider to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.</p>
2.9	Termination
2.9.1	<p>By the Client</p> <p>The Client, may by not less than ninety (90) days written notice of termination to the Service provider, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:</p> <ul style="list-style-type: none"> a) If the Service providers fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to <i>Clause 2.8</i> of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing; b) If the Service providers (or if the Service providers consists of more than one entity, if any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c) If the Service providers submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service providers know to be false; d) If the Service providers fail to comply with any final decision reached as a result of arbitration proceedings pursuant to <i>Clause 9</i> of this agreement hereof; e) If as the result of Force Majeure, the Service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

	<p>f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.</p> <p>g) If the Service provider, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.</p> <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in agreement execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a agreement to the detriment of the Borrower, and includes collusive practice among Service providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
2.9.2	<p>By the Service Providers</p> <p>The Service providers may, by not less than ninety (90) days written notice to the Client such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:</p> <p>a) If the Client fails to pay any money due to Service providers pursuant to this agreement and not subject to dispute pursuant to Clause 8 & 9 of this agreement hereof within forty five (45) days after receiving written notice from the Service providers that such payment is overdue;</p> <p>b) If the Client is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the Service providers may have subsequently approved in writing) following the receipt by the Client of the Service provider’s notice specifying such breach;</p> <p>c) If as the result of Force Majeure, the Service providers are unable to perform a material portion of the services for a period of not less than sixty (60) days;</p> <p>d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to clause 9 of this agreement hereof.</p>
2.9.3	<p>Cessation of Rights and Obligations</p> <p>Upon termination of this Agreement pursuant to GC Clauses 2.2 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except: -</p> <p>i. Such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>ii. The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof,</p> <p>iii. The Service provider's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this agreement hereof,</p> <p>iv. The Service provider’s obligations regarding default in performance of the services in</p>

	<p>accordance of the provisions of the agreement and for any loss suffered by the Client, whereof, as a result of such default, and</p> <p>v. Any right, which a party may have under the Applicable Law.</p>
2.9.4	<p>Cessation of Services</p> <p>Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Service providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service providers and equipment and materials furnished by the Client, the Service providers shall proceed as provided, respectively, by Clauses 3.9, 3.10 or 3.11 of this agreement hereof.</p>
2.9.5	<p>Payment upon Termination</p> <p>Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Client shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Service providers (after offsetting against these payments any amount that may be due from the Service providers to the Client):</p>
2.9.6	<p>Disputes about Events of Termination</p> <p>If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forty five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 10 of this agreement hereof.</p>
3.1.1	<p>Standard of Performance</p> <ul style="list-style-type: none"> a) The selected Service Provider is obliged to work closely with the Company’s representatives, act within its own authority and abide by directives issued by UPCL in implementation activities. b) The Service Provider shall abide by the job safety measures prevalent in India and shall free UPCL from all the demand of responsibilities arising from accidents or loss of life in the cause of which is the Service Provider’s negligence. The Service Provider shall pay all indemnities arising from such incidents and shall not hold UPCL responsible or obliged. c) The Service provider responsible for managing the activities of its personnel or sub contracted personnel and shall hold itself responsible for any misdemeanors. d) The Service provider shall take up all regulatory and other issues concerned with any Government of India bodies. e) The Service provider shall take the respective license required from concerned authorities for handling customers in any part of Uttarakhand/India. f) The job shall be carried out generally as per the acts, rules, regulations and other details as

	<p>applicable in Uttarakhand.</p> <p>g) The manpower deployed, for all service purposes, shall be the sole responsibility of the Service provider alone and under no circumstances they would claim to be the employees of UPCL. The bidder shall take care of the manpower deployed for their welfare and duties.</p>
3.1.2	<p>Law Governing Services</p> <p>a) The Service Agreement shall be governed by the Indian Law with Court Jurisdiction exclusively in Uttarakhand.</p> <p>b) The service provider shall comply with all other statutory provisions, rules and regulations. The service provider shall indemnify UPCL. On account of any default or non-compliance of any statutory provision, rules & regulations by it.</p> <p>c) Maintenance of facilities and personnel: The service provider using its own facilities & personnel shall do all work.</p> <p>d) Service provider should have valid labour license under the contract labour (R&A) act 1970 and the contract labour (Regulation and abolition) central rules 1971, before commencement of the awarded work and continue to have a valid license until the completion of the work. The Service provider shall also abide by the provisions of the child labour (prohibition and regulation) act 1986. Any failure to fulfill the requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.</p> <p>e) The bidder shall bear the entire responsibility, liability and risk relating to coverage of work force deployed for UPCL’s AMC project under different statutory regulations including but not limited to Workman Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc., RBI compliance and any other relevant regulations, as the case may be.</p> <p>f) The bidder shall indemnify UPCL against any liability or damages by way of compensation arising from any accident to person or property of persons employed by you.</p> <p>g) The bidder shall indemnify UPCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to you or UPCL.</p> <p>h) Any violation in this regard will empower UPCL to terminate the contract forthwith.</p>
3.2	<p>Conflict of Interests</p>
3.2.1	<p>Service providers not to benefit from Commissions, discounts etc.</p> <p>The remuneration of the Service providers pursuant to Clause 6 of this agreement hereof shall constitute the Service provider’s sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Service providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with</p>

	activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Service providers shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2	Procurement Rules of Funding Agencies If the Service providers, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service providers shall comply with any applicable procurement guidelines applicable in the state of Uttarakhand and shall at all times perform such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service providers in the exercise of such procurement responsibility shall be for the account of the Client.
3.2.3	Service providers and Affiliates not to engage in certain activities The Service providers agree that, during the term of this agreement and after its termination, the Service providers and any entity affiliated with the Service providers, as well as any sub-Service provider and any entity affiliated with such sub-Service provider, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.
3.2.4	Prohibition of Conflicting Activities The Service providers shall not engage and shall cause their personnel as well as Sub-Service providers and their Personnel not to engage, either directly or indirectly in any of the following activities: During the term of this agreement, any business or professional activities in the State of Uttarakhand, which would conflict, with the activities assigned to them under this Agreement.
3.3	Confidentiality a) Confidential information shall mean and include all data, documents, papers, data base, correspondence and any other information relating to UPCL its business, operation etc. b) The Service provider shall maintain the confidentiality of all other orders/ information and shall neither disclose to anyone nor use the same for any purpose, what so ever without prior written approval of UPCL. c) If any such activities are observed, it will be binding on the Service provider to remove the person from his organization. UPCL shall have the right to file a case against the Service provider/manpower in such cases.
3.4	Limitations of The Service provider’s Liability Towards Client: a) Except in case of gross negligence or willful misconduct on the part of the Service providers or on the part of any person or firm acting on behalf of the Service providers incarrying out of the services, the Service providers, with respect to the damage caused bythe Service providers to the Client’s property, shall not be liable to Client – <ul style="list-style-type: none"> i. For any indirect or consequential loss or damage, and ii. For any direct loss or damage that exceeds: <ul style="list-style-type: none"> • the total payments for services made or expected to be made to the Service

	<p>provider hereunder, or</p> <ul style="list-style-type: none"> the proceeds Service provider may be entitled to receive from any insurance maintained by the Service provider to cover such liability, whichever of (i) or (ii) is higher. <p>b) The limitation of liability shall not affect the Service provider’s liability, if any, for damage to third parties caused by the Service providers or any person or firm acting on behalf of the Service provider in carrying out the services. The Service provider’s liability under this agreement shall be as provided by the applicable law.</p> <p>c) Total Liability of the service provider shall not exceed the contract value of this project.</p>
3.5	<p>Service provider’s liability towards risks and coverage:</p> <p>The risks and coverage shall be as follows: -</p> <p>Client’s liability and worker’s compensation insurance in respect of the personnel of the Service provider and of any sub Service provider, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p>

3.6	<p>Insurance to be taken out by the Service providers</p> <p>The Service providers</p> <ul style="list-style-type: none"> a) Shall take out and maintain, and shall cause any Sub-Service providers to take out and maintain at their (or the Sub-Service providers, as the case may be) own cost, insurance against the risks, and for the coverage's, as specified in clause 3.5 above. b) At the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
3.7	<p>Accounting, Inspection and Auditing</p> <p>The Service providers</p> <ul style="list-style-type: none"> a) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and b) Shall permit the Client or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.
3.8	<p>Service provider's Actions requiring Client's prior Approval</p> <p>The Service providers shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <p>Entering into a subcontract for the performance of any part of the Services, it being understood</p> <ul style="list-style-type: none"> (i) that the selection of the Sub-Service provider and the terms of conditions of the Sub-Contract shall have been approved in writing by the UPCL prior to the execution of the sub-contract, and (ii) That the Service providers shall remain fully liable for the performance of the Services by the sub-Service provider and its personnel pursuant to this agreement.
3.9	<p>Reporting Obligations</p> <p>The Service providers shall submit to the Client the reports and documents specified in relevant clause, within the time period set forth and also furnish specific data/information called for by the Client as and when required.</p>
3.10	<p>Documents Prepared by the Service providers to be the Property of the Client</p> <p>All plans, drawings, specifications, designs, reports, other documents and software prepared by the Service providers for the Client under this agreement shall become and remain the property of the Client. The Service providers shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Client, together with a detailed inventory thereof. The Service providers may retain a copy of such documents and software.</p>
3.11	<p>Equipment and Materials furnished by the Client</p>

	Equipment and materials made available to the Service providers by the Client or purchased by the Service providers with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this agreement, the Service providers shall make available to the Client an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Client’s instruction. Equipments and materials, the Service providers, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.
4.0	SERVICE PROVIDER’S PERSONNEL The Service providers shall employ and provide qualified and experienced Personnel as required to carry out the Services.
4.1	Head Project & Team Leader The Service providers shall ensure that at all times during the Service providers performance of the Services in State of Uttarakhand, a Head Project/Team Leader, shall take charge of the performance of such services and they should be Permanent & Regular employee of the Service provider/company.
5.0	OBLIGATIONS OF THE CLIENT
5.1	Assistance and Exemptions The Client will assist to Service provider in grant of following from Government: - a) Provide the Service providers, the sub-Service providers and Personnel with work permits and such other documents as shall be necessary to enable the Service providers, sub-Service providers and Personnel to perform the Services; b) Assist the Service providers, sub-Service providers and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law; c) Grant to the Service providers, any sub-Service providers and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Uttarakhand reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
5.2	Payment In consideration of the Services performed by the Service providers under this agreement, the Client shall make to the Service providers such payments and in such manner as is provided by GC Clause 6 of this agreement.
6.0	PAYMENTS OF THE SERVICE PROVIDERS i. Payments shall be made as per “Terms of Payment” as specified in “Section –VI Bid Feature” ii. The contractor shall have no claim or reason to stop the services if payments are delayed.

	No interest on overdue (delayed) payment shall be made under any circumstances
6.1	Currency of Payment Except as may be otherwise agreed between the Client and the Service providers all payments under this agreement shall be made in Indian Rupees only.
6.2	Mode of Billing and Payment The billing and payment in respect of services shall be made as follows: <ol style="list-style-type: none"> Contract period shall be counted from the date of start of AMC, and this shall be confirmed by the Engineer_In_Charge, UPCL. The Contractor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue (delayed) payment shall be made under any circumstances.
6.3	Recovery Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the Service provider as if it were arrears of land revenue.
7.0	FAIRNESS AND GOOD FAITH
7.1	Good Faith The Parties undertake to act in good faith with respect to each other’s rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
7.2	Operation of the Agreement The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 9 thereof.
8.0	The Service provider shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.
9.0	SETTLEMENT OF DISPUTES
9.1	Amicable Settlement The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.
9.2	Dispute Settlement Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party’s request for such amicable settlement may be submitted by either party for settlement in accordance with the

	provisions specified in the Special Conditions of Contract.
9.3	Jurisdiction The contract has been entered into the State of Uttarakhand and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Uttarakhand. No other jurisdiction shall be applicable.
9.4	Arbitration If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution through arbitrator, nominated by Managing Director, UPCL. The place of arbitration shall be at Dehradun and provisions of Arbitration and Conciliation Act 1996 & any amendments thereof shall be applicable.

10. Uttarakhand State Industrial policy No. 1542/VII-3-19/143-उद्योग/2003 दिनांक 20 अगस्त 2019 shall be applicable in the tender as under:-

10.1 क्रय वरीयता नीति:-

(क) यह नीति उन सूक्ष्म व लघु उद्यमों, स्टार्टप्स पर लागू होगी, जिन्होंने राज्य के उद्योग विभाग से लघु उद्योग स्थायी पंजीकरण, सूक्ष्म, लघु एवं मध्यम उद्यम विकास अधिनियम-(MSMED Act- 2006) के अन्तर्गत सूक्ष्म तथा लघु उद्यम के रूप में उद्यमिता ज्ञापन भाग-2 (E.M. Part-II) की अभिस्वीकृति अथवा सूक्ष्म, लघु व मध्यम उद्यम मंत्रालय, भारत सरकार से उद्योग आधार प्राप्त किया हो या जिनको औद्योगिक नीति एवं संवर्धन विभाग, भारत सरकार अथवा उत्तराखंड स्टार्ट-अप काउंसिल से स्टार्टअप्स के रूप में मान्यता मिली हो।

(ख) यदि सार्वजनिक खरीद/सेवाओं के उपापन में राज्य सरकार या उसके विभागों/संस्थाओं/निकाय /उपक्रमों द्वारा आई.एस.आई. आई.एस.ओ.अथवा विशेषीकृत उत्पादों को खरीदे जाने/सेवाओं के उपापन की आवश्यकता हो, तो ऐसे उत्पादों के विशिष्टियों एवं मानकों का विवरण निविदा में ही दे दिया जाये, ताकि गुणवत्ता से समझौता किये बिना प्रदेश के सूक्ष्म एवं लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) से क्रय वरीयता नीति के अनुसार सामग्री/सेवाओं का उपापन (Procurement) किया जा सके। गुणवत्ता/मानकीकरण को दृष्टिगत रखते हुए निविदा में सहभागी ऐसे उद्यमों के पास राज्य/केन्द्र सरकार द्वारा अधिकृत प्रादेशीय/राष्ट्रीय/अन्तर्राष्ट्रीय मानकीकरण संस्थाओं के प्रमाणपत्र होने आवश्यक है। इकाईयों द्वारा उत्पादित उत्पाद तथा सेवाओं के उत्पादन एवं आपूर्ति क्षमता के आकलन हेतु राष्ट्रीय लघु उद्योग निगम लि० (NSIC) (भारत सरकार का उपक्रम) से उत्पादन एवं आपूर्ति क्षमता का प्रमाण पत्र प्राप्त करना आवश्यक होगा, ताकि निविदा में सहभागी उद्यमों की उत्पादन एवं आपूर्ति क्षमता का आकलन सुनिश्चित हो सके। योजना के प्रथम वर्ष में यदि इकाई राष्ट्रीय लघु उद्योग निगम लि० में पंजीकृत नहीं हुई है और क्षमतांकन नहीं हो सका है, तो इकाई के शपथ पत्र तथा अधिकृत चार्टर्ड इंजीनियर द्वारा प्रमाणित क्षमतांकन प्रमाण पत्र के आधार पर इकाई को योजनान्तर्गत पंजीकृत किया जा सकेगा, किन्तु पंजीकरण की वैधता 01 वर्ष तक ही रहेगी।

(ग) क्रय वरीयता नीति के अन्तर्गत अधिप्राप्ति व्यवहारों एवं आदेशों का पालन करते हुए निष्पक्ष, समान, पारदर्शी और लागत सक्षम व्यवस्था के अनुरूप आपूर्तिकर्ताओं के बीच प्रतिस्पर्धात्मकता बनाये रखते हुए नीति का क्रियान्वयन किया जायेगा।

(घ) क्रय वरीयता से तात्पर्य गुणवत्ता से समझौता किये बिना प्रदेश के सूक्ष्म एवं लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) को प्रदेश के मध्यम, बृहत तथा प्रदेश से बाहर की सभी श्रेणियों के उद्यमों की तुलना में दी जाने वाली वरीयता से होगा, बशर्ते कि ऐसी इकाई द्वारा निविदा में दी गई दरें न्यूनतम दर (L-1) से अधिकतम 10 प्रतिशत सीमा के अन्तर्गत हो। परन्तु राज्य की एम०एस०एम०ई० नीति 2015 में वर्गीकृत श्रेणी ए व बी के जनपदों/क्षेत्रों में अधिकतम सीमा 15 प्रतिशत होगी।

(ङ) निविदा में प्रदेश के सहभागी सूक्ष्म एवं लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) जिसने (L-1+10 प्रतिशत) (श्रेणी ए व बी के वर्गीकृत जनपदों/क्षेत्रों में L-1+15 प्रतिशत) मूल्य बैंड के भीतर निविदा मूल्य उद्धृत किया है, और उन्हें ऐसी परिस्थिति में जहाँ L-1 मूल्य प्रदेश के सहभागी सूक्ष्म एवं लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) के अतिरिक्त किसी और से हो, वहाँ उनके मूल्य को L-1 मूल्य के स्तर पर लाकर

आपूर्ति के आदेश दिये जायेंगे। ऐसे एक से अधिक प्रदेश के सूक्ष्म व लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) के सहभागी होने पर आपूर्ति को आनुपातिक रूप से (निविदा की गई मात्रा तक) बांटा जायेगा।

(च) सामग्री/सेवाओं के उपापन के लिए निर्धारित वार्षिक लक्ष्य की प्राप्ति के प्रत्येक शासकीय विभाग/संस्थान/उपक्रम/निकाय के लिए प्रदेश के सूक्ष्म व लघु उद्यमों (कुटीर, खादी ग्रामोद्योग, हथकरघा व हस्तशिल्प एवं स्टार्टप्स सहित) से न्यूनतम 25 प्रतिशत उपापन करना आज़ापक (Mandatory) होगा। सूक्ष्म व लघु उद्यमों से कुल वार्षिक खरीद में से 25 प्रतिशत के लक्ष्य के अंदर महिलाओं के स्वामित्व वाले सूक्ष्म व लघु उद्यम से खरीद के लिए 3 प्रतिशत का लक्ष्य निर्दिष्ट किया जायेगा।

(छ) निविदा में दरों की तुलना कर सहित एफ₀ओ₀आर₀ डेस्टिनेशन के आधार पर की जायेगी।

10.2 विनिर्माणक/सेवा प्रदाता आपूर्तिकर्ता उद्यमों का पंजीकरण:

(क) सामग्री/सेवाओं की अधिप्राप्ति के लिए विश्वसनीय अधिप्राप्ति के श्रोतों को स्थापित करने हेतु सामग्रीवार पात्र एवं सूक्ष्म विनिर्माणक/सेवा प्रदाता आपूर्तिकर्ता उद्यमों का उद्योग निदेशालय स्तर पर पंजीकरण किया जाएगा। इस प्रकार के पंजीकृत उद्यमों को पंजीकृत आपूर्तिकर्ता कहा जाएगा।

(ख) विनिर्माणक तथा सेवा प्रदाता आपूर्तिकर्ता उद्यमों को पंजीकृत करने से पूर्व उनकी आम ख्याति/ विनिर्माण/सेवा प्रदाता क्षमता/ गुणवत्ता नियंत्रण प्रणाली, आदि का भी सर्तकता से सत्यापन किया जाए।

(ग) उद्यमों का पंजीकरण, सामग्री/सेवाओं की प्रकृति के आधार पर निर्धारित अवधि (1 वर्ष से 3 वर्ष तक) के लिए किया जाएगा। इस निश्चित अवधि के बाद उद्यमों को पंजीकरण के नवीनीकरण के लिए नए सिरे से आवेदन करना होगा।

(घ) नीति के अन्तर्गत ऐसे उद्यमों के पंजीकरण के लिए आवेदन का प्रारूप, प्रक्रिया व दिशा निर्देश महानिदेशक/आयुक्त उद्योग, उत्तराखण्ड द्वारा निर्धारित किए जाएंगे।

(ङ) यदि कोई पंजीकृत उद्यम पंजीकरण की शर्तों का अनुपालन करने अथवा सामग्री/सेवाओं की समय से आपूर्ति करने में असफल रहता है अथवा निर्धारित मानक से निम्नवत प्रकार की सामग्री की आपूर्ति करता है अथवा गलत घोषणा/तथ्य प्रस्तुत करता है तो उस उद्यम को पंजीकृत आपूर्तिकर्ता की सूची से हटा दिया जाएगा।

10.3 संव्यवहार लागत में कमी- संव्यवहार लागत में कमी लाने के लिए सूक्ष्म और लघु उद्यमों (कुटीर, खादी एवं स्टार्टप्स सहित) को निःशुल्क निविदा प्रपत्र उपलब्ध कराकर हेतु निश्चित अग्रिम राशि (ई0एम0डी0) में पूर्ण छूट प्रदान की जायेगी।

10.4 राज्य के सूक्ष्म व लघु उद्यमों (कुटीर, खादी एवं स्टार्टप्स सहित) को विपणन में प्रोत्साहन दिये जाने के लिए गुणवत्ता से समझौता किये बिना निविदा में रखी गयी औसत सालाना टर्नओवर, विनिर्माण/सेवा का अनुभव/आपूर्ति की मात्रा, परिचालन अनुभव/प्रदर्शन प्रमाणपत्र प्रस्तुत करने की पूर्व अर्हता (Pre-Qualification)/मानदण्ड में पूर्ण रूप से छूट दी जायेगी। विशेष परिस्थितियों में, जैसे सार्वजनिक सुरक्षा, स्वास्थ्य, महत्वपूर्ण सुरक्षा ऑपरेशन्स और उपकरण जहाँ पर विनिर्माण/सेवा का अनुभव, आपूर्ति की मात्रा व परिचालन का अनुभव/प्रदर्शन प्रमाण पत्र प्राप्त किया जाना अपरिहार्य हो, सालाना टर्नओवर तथा पूर्व अनुभव की शर्त में शिथिलता प्रदान नहीं की जाएगी।

10.5 Preference to Startups, Micro and Small Enterprises of Uttarakhand in Government Procurement-

With reference to the Uttarakhand Procurement (Amendment) Rules, 2017 and as amended in 2019 vide 126/XXVII/(7)32/2007 TC/2019 and Purchase Preference Policy vide 1542/VII/3-19/143/Udhyog/2003, all the startups recognized by the Uttarakhand Startup Council, Micro and Small Enterprises of Uttarakhand shall be given relaxation subject to meeting of quality and technical specification in accordance with the relevant provisions for procurement.

The startups participating in the tender shall be given:-

1. Free Tender Form



2. Relaxation in Prior Turnover Requirement
3. Relaxation in Prior Experience Requirement
4. Relaxation in Earnest Money Deposit

If the quotes of the participating startups, Micro and Small Enterprises of Uttarakhand are higher than the L-1 rates and if the quotes of the startups are within 10% range of L-1 rates for plain *area or within 15% range of L-1 rates for hilly areas*, the startups shall be given an opportunity to supply minimum 25% of the Total Supply at L-1 rates. *Areas has been define under MSME Policy 2015 (As amended time-to-time).

Section VIII. Contract Forms

Table of Forms

- 1 Agreement**
- 2 Performance Security**

1 Agreement

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2014), between _____ of _____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Goods and Related Services, viz., _____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Detailed Award of Contract;
 - b) the Service Level Agreement;
 - c) Important Instructions to Bidders
 - d) the Scope of Work/Technical Specifications;
 - e) the Bid Features
 - f) the General Conditions of Contract
 - g) the Purchaser’s Notification to the Supplier for Award of Contract;
 - h) Supplier’s response (proposal) to the TENDER, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - i) Annexure A to D;
 - j) Acceptance of purchaser’s notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.



4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above

Signed by _____ **(Authorised Utility official)**

Signed by _____ **(for the Supplier)**

Witness-1

Witness-2

2 Performance Security

(To be accompanied with the Bank Guarantee)

Date: _____

Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter called "the Supplier") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns has undertaken, pursuant to Contract No. _____ dated _____, to supply _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns have agreed to give the Supplier a security:

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

This security is valid until _____ hours of the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

Annexure-A

Evaluation Methodology

The responses to the TENDER document would be evaluated following the procedure as below:

Initially the Bidder’s responses are reviewed for compliance with the Pre-Qualification Criteria mentioned in Section-III Eligibility Criteria. The Bidder who fails to comply with any of the Conditions mentioned therein may be termed as non-responsive and will not be evaluated further. Proposal of Bidders satisfying all conditions of Section-III Eligibility Criteria shall be eligible for opening of their price bids.

Bidders are required to submit the price bid only in online mode as per the format provided in the bid. The evaluation committee will determine if the price proposals are complete and without computational errors. In case of any computational errors, the same shall be corrected to derive the correct amount.

Evaluation of the bid shall be on L1 basis among the bidders who are responsive to the Bidding Document. The bidder shall have to quote for all the items & parts mentioned in the “Price Schedule”, Annexure-C of the tender document.

Annexure-B

Compliance Matrix

Sr.	Item	Compliance (Yes/No)	Remarks/Documents enclosed (If any)
1.	We confirm that there is no deviation from the Technical & commercial terms & conditions as stipulated in the Tender document		
2.	We confirm that we agree for all General terms & conditions including payment terms as stipulated in the Tender document		
3.	We confirm that we have quoted rates for item in Schedule of Rates		
4.	We confirm that validity of the bid shall be 180 days from the date of opening of the price bid.		
5.	We confirm that we confirm to the eligibility criteria as mentioned in the tender document		
6.	We confirm that there is no complaint/ vigilance inquiry against the firm in any Govt. Department and we have not been black listed by any Govt Department.		
7.	We confirm that we have enclosed all tender specific authorization in Technical bid.		
8.	We confirm that we have enclosed the following duly filled document in Technical bid <ul style="list-style-type: none"> i. Technical Proposal Submission sheet ii. Certificate as to Corporate Principal iii. Authorization to sign the bid (Notarized Power of Attorney and shall be attached to the Bid) and copy of board resolution etc. iv. Original Equipment manufacturers manufacture authorization form 		

(Signature of the bidder with SEAL)

Place: _____

Date: _____



ValidatePrintHelp

Tender Inviting Authority: Superintending Engineer, IT, SCADA and ERP, Uttarakhand Power Corporation Limited, V.C.V Gabar Singh Urja Bhawan, Kanwali Road, Dehradun-248001

Name of Work: Renewal of Vmware vSphere Foundation for the period of One Year.

Tender identification no.: 05/IT/UPCL/2025-26 dated:27-09-2025

Name of the Bidder/ Bidding Firm /

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
Note :-1. In column 'M' of excel sheet, the bidders are required to quote one year price for the Renewal of VMware as per the column description " UNIT RATE of One Year "

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl.No.	Item Description	Quantity	Units	UNIT RATE of One Year In Figures To be entered by the Bidder (IN INR)	Unit Goods & Services Tax (GST) in INR	TOTAL AMOUNT Without Taxes in INR	TOTAL AMOUNT With Taxes in INR	TOTAL AMOUNT In Words
1	Renewal of Vmware vSphere Fondation 8 licenses with one-year Subscription	160	Nos.			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Format for online submission of tender cost and EMD

Tender Identification No. **05/IT/UPCL/2025-26 dated:27-09-2025 for “Renewal of VMware vSphere Foundation for the period of One Year.”**

Name of Bidder

Particular	Tender Cost	EMD
Amount	Rs. 1,180.00 /-	Rs. 1,00,100.00 /-
Date of Payment		
UTR No.		
Mode of payment		
Remitter Name		
Remitter branch / Bank		
Other details		

Beneficiary details for online submission of Tender cost

Beneficiary Account No.	4211002100006467
Beneficiary Name	EXECUTIVE ENGINEER R-APDRP Part-A UPCL URJA BHAWAN DDN
Beneficiary Account Type	Current Account
IFSC Code	PUNB0421100
Bank Name	Punjab National Bank
Bank Branch	Kanwali Road Dehradun