



Maharashtra State Electricity Distribution Co. Ltd.

A Govt. of Maharashtra Undertaking  
CIN: U40109MH2005SGC153645

Maharashtra State Electricity Distribution Co. Ltd.  
IT Section "Prakashgad", 4<sup>th</sup> Floor,  
Bandra (E), Mumbai 400 051.

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Website: www.mahadiscom.in

by Regd. Post A/D

Ref. No. CGM(IT)/SMS/ 07933

Date: 11.03.2024

## Letter of Award

To,  
**M/s Amnex Infotechnologies Pvt. Ltd.**  
B-1301, Mondeal Heights,  
Nr. Novotel Hotel, S.G.Highway,  
Ahmedabad-380015.  
Email : info@amnex.com

(Consortium Partner 1 : M/s Rite Water Solutions India Pvt Ltd (RWSIPL)  
Consortium Partner 2 : Synergy Systems and Solutions)

**Sub: Letter of Award for Implementation of Substation Monitoring System (SMS) for 33/22/11 kV substations and switching stations across MSEDCL (Tender No. CGM-IT/Substation Monitoring System/MAH/23-24/018)**

**Ref :**

1. Tender No. CGM-IT/Substation Monitoring System/MAH/23-24/018 Version 2
2. Your Price Bid opened dated 28.02.2024
3. Your revised offer dated 28.02.2024

Dear Sir/ Madam,

In pursuance to the approval accorded by Competent Authority, we are pleased to inform that your offer under ref. 3 above, in response to the tender under reference (1) above for "Implementation of Substation Monitoring System (SMS) for 33/22/11 kV substations and switching stations across MSEDCL" for period of 36 months i.e. 12 months for implementation and 24 months Comprehensive Support Services is awarded for Rs.

excluding taxes, subject to following terms and conditions,

## 1. Scope of work

### Brief Scope of Work

MSEDCL envisages for implementation of substation monitoring system across 3563 substations including solar generation monitoring at approximately 2733 solarized feeders under MSKVY 2.0 scheme, over the span of 1 year of implementation period and thereafter 2 years of comprehensive support services to meet SLA timeline and availability of data.

### Key scope of work are as follows:

- 1) Survey and freezing of quantity: Agency to survey all substations to finalize the bill of material required for project. Further, agency should also provide the detail survey regarding WTI and OTI.
- 2) Design, engineering, supply, integration, installation, testing and commissioning and Go-Live of substation monitoring system within implementation period of 1 year.
  - Monitoring of electrical parameters, health parameters at Feeder, power transformer, Circuit breaker, DC auxiliary battery, Capacitor bank.
  - Monitoring of energy flow at HV and LV side of each power transformer through Net Meter.
  - Integration of ABT meter (installed by solar developer at substation) with central server and LDMS for monitoring of solar generation.
  - Monitoring of RMS data of each solar-plant commissioned by solar developers under MSKVY 2.0. (as per MNRE Guidelines) at central server.
  - Development and roll out of automated Demand management System (ADMS): Data Acquisition, control and data processing.
- 3) Setup of Central Control Centre with state-of-the-art visualization and analytics
  - Installation, commissioning Monitoring of RMS data of each solar-plant commissioned by solar developers under MSKVY 2.0. (as per MNRE Guidelines) at central server and customization of cloud-based central software for data acquisition, data visualization and analytics through integrated dashboard.
  - Integration of central software with MSEDCL's systems
- 4) Supply, installation and commissioning of Local Data monitoring system (LDMS) at each substation.
- 5) Operations and maintenance support of the system for the period of 2 years post implementation.
- 6) Training and capacity building
- 7) Complaints and ticket management system.

**Total 3563 nos. of 33/22/11kV sub-stations & switching stations are considered under the scope of substation monitoring project as per details below:**



Sr. no.	Name of Region	No. of S/S	Total Feeders	Total no. of power transformer	No. of capacitor bank	DC Auxiliary power supply and station distribution transformer monitoring
1	CH. SAMBHAJINAGAR	947	6839	1409	326	947
2	KOKAN	979	7511	1684	362	979
3	NAGPUR	858	9951	1309	205	858
4	PUNE	779	7001	1265	681	779
	Total	3563	31302	5667	1574	3563

All the scope of work, general conditions, special conditions and service levels and all terms & conditions mentioned in the tender (CGM-IT/Substation Monitoring System/MAH/23-24/018 version 2) is applicable to you.

## 2. Contract Price:

As per the quotes provided in your revised proposal (ref no 3), payment will be paid as per the rates mentioned in Annexure A. The total value of the work is

excluding taxes, for the contract period of 36 months i.e. 12 months for implementation and thereafter 24 months Comprehensive Support Services. All the Govt. Statutory levies / taxes & duties are applicable as per Govt, Rule.

## 3. Contract Period:

The zero date of the contract shall commence from the date of LOA. The contract period is of 36 months i.e. 12 months for implementation and thereafter 24 months for Comprehensive Support Services (includes defect liability period as per Tender section 5. Special Conditions of Contract clause no. N. Defect Liability.)

## 4. Taxes and Duties - Deduction of Taxes at sources

Tax deduction at source (TDS) towards Income Tax will be deducted from the payment of contract value as per rate applicable. The contract price is excluding taxes. All the taxes & duties are applicable as per rule.

## 5. MILESTONE:

Sr. No.	Particular of activity	Time schedule desired
1	Furnishing detailed road map including survey report (for freezing substation equipment quantity)	Within 45 days from the date of awarding contract
2	Submission of detailed data sheet of software/hardware	Within 45 days from the date of awarding contract

3	Go-live of cloud based central software and setup of command control center	4 Months from Date of LOA
4	Commencement of system in entire project area (Go-live of complete system)	12 months from the date of awarding contract
5	Commencement of comprehensive support service in entire project area post Go Live	For 24 Months post Go Live

Milestone Penalty is applicable as per Tender document section 5. Special Conditions of Contract clause no EE. Billing and Payment terms point no. 2 Penalty.

## 6. Liquidated Damages

- i. The Vendor shall stand guarantee for the performance and output as envisaged in the tender specification
- ii. a) In case of a delay in the deliverables at substation level (milestones as per above table) within the period stipulated in the agreement, the Agency shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % on the price pertaining to delayed substations (Incl. GST), applicable per week or part of week, subject to a maximum ceiling of 10% reckoned on the total contract value.
- iii. b) In case of a delay in the deliverables at control center (milestones as per above table) within the period stipulated in the agreement, the Agency shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % on the price pertaining to control center (Incl. GST), applicable per week or part of week, subject to a maximum ceiling of 10% reckoned on the total contract value. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Agency, for which documentary evidence shall be produced to the satisfaction of the competent authority of MSEDCL. The decision of MSEDCL undersigned shall be final and binding on Agency.

### Note:

MSEDCL at its own discretion may waive stage wise milestone penalty i.e. if the agency completes the Commencement of system in entire project area (Go-live of complete system) within 12 months from the date of awarding contract then stage wise milestone penalty will not be levied irrespective of stage wise milestones achieved or not (i.e. from sr. no. 1 to 5 in above Milestone table).

## 7. RISK AND COST

At any time after the placement of this order if the Agency fails to fulfill the obligations, arising out of this order MSEDCL will have the right to get the work done from any other agency for completing the remaining work at Agency's risk & cost. This will be in addition to above 10 % penalty on unexecuted work will be recovered.

## 8. BILLING AND PAYMENT TERMS

### I. General Instructions

1. You shall submit quarterly tax invoice (on the basis of separate monthly calculations) in triplicate along with monthly duly signed substation wise certificate for data



- accuracy and validity at corporate office as per agreed payment terms with supporting documents for the number of s/s declared Go-live.
2. The quarterly original invoices along with supporting documents for substations declared Go-Live should be submitted to the Office of Chief General Manager (IT), 4<sup>th</sup> floor ,MSEDCL, Prakashgad, A.K. Marg, Bandra East, Mumbai-400051.
  3. The penalty calculations will be done on monthly basis.
  4. The Go-live of the substation will be certified by concerned Superintending Engineer O&M of that Circle mentioning installation date for each substation.
  5. Complete Data availability for all equipment under substation is to be ensured by agency to MSEDCL and payment for that substation will be made quarterly for 36 months or till completion of contract period whichever is earlier after Go-live.
  6. If one computer with required software, hardware, one computer Table and one Chair per substation for all the substations under agency's scope is not provided by the agency then Go-live of the substation will not be declared.
  7. All the deliverables completed and eligible for payment can be included.
  8. Payments will be made within 45 working days or as per availability of funds through RTGS only after submission of the Tax Invoices and relevant documents which are correct in all respects for on account bills to the MSEDCL and after the approval by concerned Superintending Engineer O&M Circle.
  9. Payment shall be released on submission of the Tax invoices with supporting documents and after deducting applicable taxes, penalty and other recoverable.
  10. Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued at the end of the quarter.
  11. The bills will not be accepted unless Performance Bank guarantee is submitted and verified by Bank and accepted by MSEDCL, contract agreement is signed and necessary insurance copy is submitted along with paid stamp duty , SLA submitted
  12. Timely submission of correct Tax invoices is to be ensured by agency.
  13. The quarterly invoice (on the basis of separate monthly calculations) has to be raised in line with price bid as per scope of work.
  14. Agency to collect monthly duly signed substation wise certificate for data accuracy and validity and enclose the original certificate with the quarterly tax invoice (on the basis of separate monthly calculations) to corporate office.
  15. The agency should provide the automated report generated from the web based software for data availability, comprehensive support (hardware & software uptime & downtime) and Automated Demand Management System etc. indicating the quantities of data acquired and uptime of the system as published on real-time basis has to be attached in support of the quantities claimed in the invoice. Without this the payment to agency will not be processed.
  16. For any dispute of this project related to field issues (e.g. installation, testing, commissioning and integration) agency to approach concerned Nodal Officer of Circle /Zone. Chief Engineer of concerned Zone will be the authority in case dispute not resolved by concerned Superintending Engineer O&M Circle.
  17. For any technical/ commercial query related to tender, a committee of HoDs at Corporate office will be formed to take decisions in disputed matters.

## II. Certification and verification:

Vendor is required to carry out the initial and yearly validation & calibration activity along with SE and EE Testing for all S/s equipments/devices/meters provided by agency. Superintending Engineer (SE) of concerned Circle and Superintending Engineer TQA Circle/ Executive Engineer (EE) of concerned Testing Division of the concerned Circle shall issue certificate of data validation & calibration activity before

release of first payment.

In case any of the agency's device accuracy for example meter accuracy is not within prescribed limits the same shall be replaced by the agency free of cost immediately and during defect period no payment shall be given to agency for that equipment.

Invoicing will be done through corporate office based on the monthly certificate received from field officers for data accuracy and validity.

For Billing, you should provide Insurance copy, delivery challan, software installation dates, Installation & commissioning report of each equipment provided by agency signed by MSEDCL Field Engineer, Sub Station Go-Live certificate signed by respective S.E. of the Circle office, monthly penalty calculations, Complete substation wise & Data point wise data availability report certified by respective S.E. of the Circle office, data availability report from dashboard.

Agency to submit certification from concern circle office in case of any scheduled downtime, or scheduled maintenance in details (week/days)

You have to submit faulty equipment report from complaint and ticket management system.

For support services, the concerned S.E. of circle office should certify satisfactory performance report which should be submitted along with the invoice.

### III. Penalties and Payment:

#### 1. Payment schedule:

A) Mobilizations Advance (Optional): Agency may opt for Mobilizations Advance, (10% of contract value) after successful Survey, Designing, Engineering for the project scope, subject to issuance of additional BG.

Vendor may opt for mobilizations advance 10% of total value of contract as "Mobilization Advance" after signing the contract.

- i. MSEDCL at its discretion, provide to the successful agency an interest-bearing advance payment against an advance payment security furnished by the successful agency in the form of a bank guarantee for 15% of the Contract Price.
- ii. Within 14 days of the receipt of Letter of Award from the MSEDCL, the Successful Agency shall furnish the Advance Payment Security, using for that purpose the format of Advance Payment Security given in Form 16 as per Annexure B .
- iii. MSEDCL shall provide advance payment after the receipt of the advance payment security furnished by the successful agency, at the time of contract signing
- iv. The amount of security shall be reduced in proportion to the value of services executed by and paid to the successful agency from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the MSEDCL. The security shall be returned to the successful agency immediately after its expiration.
- v. The interest rate on advance payment shall be Marginal Cost of Funds Based Lending Rate (MCLR) for one year of the State Bank of India, prevailing on the date of advance payment to the successful Agency. The interest accrued on the interest-bearing advance shall be adjusted first before releasing any payments. The interest rate shall be calculated on daily progressive balance outstanding as on the date of recovery/ adjustment i.e. on daily rest basis.

vi. Mobilization advance will adjusted against quarterly Tax invoices submitted by vendor before released of Tax invoices.

Sr. No	Description/ Milestone	Deliverables	Payment
1	<p>Design, Engineering, Supply, Installation, Testing, Commissioning, Integration, customization &amp; Go Live of Substation including following items :</p> <ul style="list-style-type: none"> <li>a. Power Transformer Monitoring (Including net meter at LV and HV side and OTI/ WTI data)</li> <li>b. Feeder Monitoring Monitoring of DC Auxiliary Supply</li> <li>c. Station Transformer Monitoring</li> <li>d. Capacitor Bank Monitoring</li> <li>e. LDMS PC with software</li> <li>f. UPS for LDMS PC</li> <li>g. DCU/WAN Router/SCADA Gateway/ Modem</li> <li>h. Communication charges</li> <li>i. Other Miscellaneous</li> </ul>	<p>The substation wise payment will commence after:</p> <ul style="list-style-type: none"> <li>a) Successful installation, commissioning, integration of minimum 5% substation for the first payment.</li> <li>b) Payment will be done only for no. of s/s commissioned and Go-live*.</li> </ul> <p>Note: 1. Single monthly invoice needs to be submitted for all commissioned s/s collectively (S/s wise details to be submitted).</p>	60% of the substation cost (Section A, sr. no. 1 of price bid)
2	Balance cost for substation	<p>The balance payment of substations will be released after confirmation of receipt of monthly data (5 min interval data on real time basis for all equipment) on quarterly basis proportionately in equal installments for the remaining contract period after go-live. This payment will be released on pro-rata basis till start of comprehensive support service</p>	40% of the substation cost (Section A, sr. no. 1 of price bid)
3	<p>Design, Engineering, Supply, Installation, Testing, Commissioning, Integration, customization and Go live of Central Monitoring System at Central Command Center (Incl. Hardware and Software)</p> <ul style="list-style-type: none"> <li>a. Video Projection System (LED Based Technology)</li> <li>b. Layer-2 Managed Switch</li> <li>c. Layer-3 Core Switch</li> <li>d. Router for Control Center</li> <li>e. All in One Printer ( 4 no)</li> <li>f. Next Generation Firewall</li> <li>g. Network Access Controller</li> <li>h. Windows Server for Management</li> <li>i. Work Station for Control Center ( 7 no)</li> <li>j. Firewall and Network equipment</li> <li>k. UPS for Control Center</li> <li>l. Central Software incl. licenses for all required tools and databases</li> <li>m. GPS time sync –</li> <li>n. Cloud charges</li> <li>o. Communication link</li> </ul>	<p>After successful installation, commissioning, integration and Go-live of Central Monitoring System including hardware and software at Central control Centre.</p>	60% (Section A, sr. no. 2 of price bid)

Sr. No	Description/ Milestone	Deliverables	Payment
	p. Other miscellaneous		
4	Balance cost for Central Monitoring System at Central control Center (Incl. Hardware and Software)	The balance payment of central control center will be released on quarterly basis post receipt of monthly system availability report proportionately in equal installments for the remaining contract period after go-live.	40% (Section A, sr. no. 2 of price bid)
5	After Go Live – Comprehensive Support Services	Monthly report for system and data availability of all components within project. Quarterly payment at the end of quarter after implementation period (one year) only for GO-Live Substation till end of contract period.	100% (Section B, sr. no. 1 of price bid)

**Note:**

Tax Invoice to be submitted circle wise with the installation and commissioning report duly signed by Superintending Engineer of a circle.

1. You should provide Insurance copy, delivery challan, software installation dates, Installation & commissioning report of each equipment signed by MSEDCL field Engineer, substation Go live certificate signed by S.E. of Circle office, monthly penalty calculations, Complete substation wise & Data point wise data availability report (including RMS data if solar plant is installed) certified by S.E. of Circle office and data availability report from dashboard. Agency to submit monthly system availability report of LDMS certified by S.E. of Circle office .
2. You maybe required to submit additional reports with invoices as required by MSEDCL during the course of project.
3. You has to submit the invoices by maintaining standard quarters such as Jan-Feb-March, April-May-June, etc. Payment shall be processed on quarterly basis (not before completion of the quarter) to the Agency.

\*"Go-Live" (Commissioning) of substation means:

- a) Complete data availability for all equipment under substation is made available at Central Control Centre and LDMS by agency to MSEDCL.
- b) Go-live of the substation will be certified by concerned Superintending Engineer O&M of that Circle by verifying correctness and availability of complete substation data at LDMS and centralized web-based dashboard of Central Control Centre.
- c) If one computer with required software, hardware, one computer Table and one Chair per substation for all the substations under agency's scope is not provided by the agency then Go-live of the substation will not be declared.

**2. Penalty:**

**a) Milestone Penalty:**

For any delay as per Milestone of clause AA. liquidated damage beyond stipulated

schedule, a penalty @ 1/2% of price pertaining to delayed activities if applicable for every complete week's delay or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value. However, MSEDCL also reserves the right to cancel the contract at any stage in case of delay.

**b) Payment based on availability of data in s/s:**

- i. Agency must ensure 100% data availability on real time basis for all the equipment (feeder, Power transformer, Auxiliary DC supply, Capacitor bank & Sub-Station Distribution Transformer) as per scope of work. Agency to ensure that data is validated properly and no garbage or abnormal value should appear in the data otherwise no payment shall be given to agency.
- ii. If any parameter (such as V,I,PF, Power, energy, relay & CB status etc.) of the line items/equipment is missing/ not available for complete month due to agency's issue then no payment shall be made to the agency for that substation. The penalty per substation will be calculated as Section B of price bid i.e. comprehensive support services cost quoted in Column B/ Number of Substation. For partial data availability during a month, those slots will be deducted for which any parameter (such as V,I,PF, Power, energy, relay & CB status etc.) of the line items/equipment is missing/ not available.
- iii. Time stamp of reading received in the device and time stamp of reading received/ available on cloud both are required. SLA will be calculated based on the time stamping of data available on cloud.
- iv. Payment to the agency will be made after levying of penalty based on data availability for feeder, Power transformer, Auxiliary DC supply, Capacitor bank & Sub-Station Distribution Transformer etc. as per below table.
- v. In case of Power Transformer monitoring, if any monitoring (such as oil level, winding temperature etc.) as mentioned in Form#5price schedule is practically not possible then payment for the devices/ sensors which are used for such monitoring will not be given to the agency. For example, in case of power Transformer monitoring if oil level monitoring is not possible then the payment of the sensor/ any other device which is used for oil level monitoring will not be given to the agency. Similarly, for all other equipment (i.e. feeder monitoring, capacitor bank monitoring, DC battery monitoring, Sub-Station Distribution Transformer monitoring) also similar process will be followed. The agency should submit documentary evidence duly certified by MSEDCL testing division for which monitoring is not possible.

1) Data Availability for s/s along with RMS data (in case of solarization of feeders)

Sr. no.	Particular	Payment/Extent of penalty
1	100% data availability or less than equal to 98%	Payment as per % data availability of substation per month*, No Penalty

<b>2</b>	<b>More than or equal to 95% but less than 98%</b>	<b>Payment as per % data availability of substation per month. In addition, 5% Penalty will be charged on comprehensive support charges per month</b>
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\*The *substation per month* rate will be taken from Form # 5 Price Schedule as below:

Apart from above criteria for % data availability, agency shall ensure that at least one reading on real time basis per hour for each data point is must for all days. If this condition is not satisfied, then data availability of that particular equipment/data point will be considered below 95% and No Payment for that equipment /data point will be given for that month.

- 2) Data availability for s/s after Go-Live along with RMS data (in case of solarization of feeders) –

Sr n o.	Particular	Applicable Penalty
1	If data availability of particular s/s* for first month falls below 95% considering all equipment	Penalty of 10 % will be charged on comprehensive support charges per month.
2	If data availability of same s/s again (i.e., for the second time) falls below 95 % for any month during the year	Penalty of 15 % will be charged on comprehensive support charges per month
3	If data availability of same s/s again (i.e., for the third time) falls below 95 % for any month during the year	Penalty of 20% will be charged on comprehensive support charges per month
4	If data availability of same s/s again (i.e., for the fourth time) falls below 95 % for any month during the year	Process for contract termination will be initiated

\*Data availability of particular s/s means data availability of all equipment together i.e. feeders, Power transformers, DC battery, Distribution transformer and Capacitor bank monitoring.

- Year will be recognized from the date of Go-live and will be continued in same way for subsequent years.

- 3) Action for non- availability of data for S/S :  
If data availability of 3 % of total Go-live substations, is below 95 % for consecutive 3 months in a year, then the process of termination will be initiated.



- c) **Penalty for Automated Demand Management System (ADMS):**
- Performance level required for individual feeder for remote load control (OFF) commands shall be: Control action shall be completed with result displayed on the screen- within 10 seconds (i.e. 2 Sec + Scan time + communication delay time +field device operation time)
  - Non-performance as above (i.e., feeders not tripped within stipulated time) will result in penalty to the tune of per month unit rate of feeder (inclusive of tax) per instance. Automated Demand Management System penalty will be levied in addition to the Penalty for non-availability of data. This penalty will be in addition to penalty imposed for delay in milestone achievement.

d) **SLA for cloud availability**

i. **Cloud Availability:**

**Availability is defined as the amount of time the entire system (incl. Cloud Services, IT Systems, etc) is available for use.**

Objective	To ensure that the period in which the overall system is down due to any reason pertaining to the agency is less than 0.01% of the total period of the Month.
Definition	This is measured as Total downtime minutes / Total minutes in a month. For example, if there were 2 hours in July when the system is down, availability will be $[100 - \{120 / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$
Data Capture	Cloud availability should be captured automatically through the system only (no manual calculation). Period of non-availability should be clearly split by causes i.e. power failure, network downtime, telecom link failure, cloud failure, hardware
Measurement Interval	Daily
Reporting Period	Monthly
Measurement for Service Level	Cloud availability value for the month

ii. **Penalty for Cloud Availability:**

- In the event of availability below a certain level, the payable charges would be proportionately reduced as per following Penalty Schedule.
- The computation of Availability / Non-availability would be rounded up to 2 decimal on quarterly basis and accordingly payable Cloud Subscription charges thereof would be calculated on pro-rata basis.
- In case, Agency performing inferior than following minimum requirements i.e. below 95% for 2 months consecutively then MSEDCL may terminate the contract and appoint new vendor at the risk & cost of current Contractor.

Penalty Schedule for Cloud Availability:

System availability value for month	Payment/Extent of penalty
>= 99.95%	100% Payment
>= 99% but < 99.95%	Payment as per % system availability
>= 95% but < 99%	Payment as per % system availability + 2% penalty on Monthly charges of Cloud Subscription (Including Network and Security Infrastructure)
< 95%	No payment + additional 5 % penalty on Monthly charges of Cloud Subscription (Including Network and Security Infrastructure)

- The penalty shall not apply to "Scheduled Downtime" (with prior approval of MSEDCL) due to preventive maintenance, scheduled maintenance, health checks, infrastructure problems or any other situation which is not attributable to the Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.
- iii. Data refresh rate and storage interval:
- Data transfer between hardware interface unit installed at substation and Cloud should be near to real time for data logging of MFT/MFM/Meter data, DC Voltage data, AC Voltage data and Power transformer data etc. into database.
  - All data should be refreshed within 10 seconds or any other configurable interval as decided by MSEDCL and Log shall be provided by the agency to measure the same with time stamp on demand.
- iv. Data storage:
- Agency will provide 5 minutes interval data (i.e. 288 slots data in a day) or any other configurable interval as decided by MSEDCL on real time basis on which SLA will be measured.
- v. Penalty if computer provided at substation is not in service  
One computer with required software, hardware, one computer Table and one Chair is to be supplied per sub-station compulsorily. If this one computer with required software, hardware, one computer Table and one Chair per substation is not provided by the agency then Go-live of substation will not be declared.

If after Go-live the computer provided by agency with required software at substation is non-functional or not in service, then repair/ replacement of such computer should be ensured within a week or else penalty will be imposed at the rate of Rs 2000/- for every complete week's delay or part thereof per computer from 1st day of failure till repair/ replacement is done. This penalty will be in addition to the above penalties and will not be capped.

## 9. Contract Performance Security/Security Deposit (PBG):

To ensure performance of the contract and due discharge of the contractual obligations, you will have to provide Security Deposit of 5% of the total value i.e

valid



for 42 months from the date of start of project (36 months contract period plus 6 months claim period). The security deposit may be furnished from any nationalized/scheduled bank in the form of irrevocable Bank Guarantee payable at Mumbai in the format prescribed in tender. The security deposit shall have to be deposited within ten (10) working days of issue of Letter of Award otherwise shall be deducted from payment against invoices.

#### **10. Contract agreement**

Upon submission of contract performance guarantee and its acceptance by MSEDCL, you will have to sign the contract agreement as per tender format with MSEDCL within 14 days from date of issue of this Letter of Award. Necessary stamp duty should be paid by you on executed Contract Agreement as per Maharashtra Stamp Act 1958. This agreement shall be signed at the office of the undersigned in Mumbai on a date and time jointly decided. You must submit the original Contract Agreement as per tender format.

#### **11. Service Level Agreement:**

You must submit signed service level agreement as per tender format .

#### **12. Non-Disclosure Agreement (NDA)**

You must submit signed Non-Disclosure Agreement (NDA) as per tender format.

#### **13. Integrity Pact**

You must submit signed Integrity Pact as per tender format.

#### **14. TERMINATION**

The contract may be terminated as per Section 4- General Conditions of Contract, Sub-section F. TERMINATION OF THE CONTRACT of Tender (**CGM-IT/Substation Monitoring System/MAH/23-24/018**)

#### **15. Insurance Policy:**

In order to comply the directives of the Government of Maharashtra resolution, the contractor shall obtain the insurance policy from the insurance company approved by Director of Insurance, Government of Maharashtra.

As per the Directive of Govt. Of Maharashtra letter No: NMP1009/Sankra 39/NV 26 date: 16th March 2009, in case the directives are not followed by the contractor, the concerned authority of MSEDCL shall recover (1 %) one percent amount of the contract value from the running bill and deposit the same with Director of Insurance Govt. Maharashtra through Cheque/demand draft with complete particulars of contract works along with copy of work order. Copy of insurance policy receipt should be submitted to this office .

#### **16. OTHER TERMS & CONDITIONS**

The bid document and all corrigenda issued pertaining to tender No **CGM-IT/Substation Monitoring System/MAH/23-24/018** forms part of this Letter of Award and all the points including terms and conditions mentioned therein are binding upon you. The works under this contract shall be governed as per MSEDCL's prevailing rules.



Kindly acknowledge your acceptance within 3 days from the receipt of this letter otherwise it will be presumed that this Letter of Award is acceptable to you.

Thanking You,

**Encl.:**

- i. Annexure A - Contract Price
- ii. Annexure B - Advance Payment Security ( Form 16 )
- iii. Contract agreement format
- iv. Contract Performance Security format
- v. Service level Agreement format
- vi. Non-Disclosure Agreement Format
- vii. Integrity Pact format

With Regards,

**Chief General Manager (IT)  
MSEDCL, Mumbai**

Pre audit no. 49 dated 07/03/2024

Copy s.w.r.to:

- Director (Operations), MSEDCL, Corporate Office, Mumbai
- Director (Finance ), MSEDCL, Corporate Office, Mumbai
- Director (Commercial), MSEDCL, Corporate Office, Mumbai

Copy f.w.c.s to,

- Chief Engineer (Distribution), MSEDCL, Corporate Office, Mumbai
- Chief Engineer (Testing), MSEDCL, Corporate Office, Mumbai
- Chief Engineer (RE), MSEDCL, Corporate Office, Mumbai
- Chief General Manager (CF) / (IA), MSEDCL, Corporate Office, Mumbai
- Chief Engineer (All O&M Zones)

Copy to,

- OSD to Chairman & Managing Director, MSEDCL, Corporate Office, Mumbai
- General Manager (IT1/IT2), MSEDCL, Corporate Office, Mumbai
- Superintendent Engineer (All O&M Circle)
- Sr. Manager (F&A-IT), MSEDCL, Corporate Office, Mumbai