



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
CIN NO. U40109MH2005SGC153646

Office of The Chief Engineer

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Ref: CE/MSLDC/Tender-05/ RFX no 7000013218/Corrigendum/ 1658 Date: 25.07.2019

Minutes of Pre-Bid Meeting and CORRIGENDUM No.: 03

Name of work: SRM E-Tender for Development of comprehensive software for
Scheduling & Despatch, Deviation Settlement and State Energy
Accounting activities and Implementation of DSM Mechanism in State
Load Despatch Centre (MSLDC) of Maharashtra along with hosting of
entire data base and application software on Cloud

Tender No.: CE/MSLDC/EA/DSM/T-05/2019-20
(RFX No. 7000013218)

As per the provision of the Clause 19 of Section-I of the Tender document under reference, the Pre-Bid meeting was held with the probable Bidders in the office of Maharashtra State Load Despatch Centre, Airoli, on 11 July, 2019 at 11.00Hrs. The list of participants is attached as Annexure-I with this Minutes of Meeting.

The Queries raised by the participants were replied by the MSLDC and MSLDC requested all the participants to submit their queries in writing by 12 July, 2019. The queries raised by participants are reviewed by MSLDC. The Clarifications and response of MSLDC is enclosed as Annexure-II with this MoM.

Further, MSLDC has issued corrigendum no.3 to the tender document under reference attached as Annexure-III with this Minutes of meeting for further clarification and for addressing some of the anomalies in the tender document.

The Bidders are requested to go through the all the Corrigendum and clarifications to the Tender document before submission of Bid.

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**Chief Engineer,
M.S.L.D.C. Kalwa**

Annexure-I

List of Participants attended the Pre-Bid Meeting dated 11 July, 2019 at MSLDC, Airoli

S.No	Name	Name of Prospective Bidder/Firm
1	Shri Anil V Kolap, C.E(SLDC)	MSLDC
2	Shri Vasant D Pande, S.E (SCADA)	MSLDC
3	Shri Eknath T Dhengle, S.E (EA)	MSLDC
4	Shri Peeyush Sharma, S.E (OP)	MSLDC
5	Shri Nitin Paunikar, Dy.GM (IT)	MSLDC
6	Smt Seema Dubewar, AGM (F&A)	MSLDC
7	Shri Tejas K Tikale, Dy.EE(ERP)	MSETCL
8	Shri Ravindra Nagare, EE	MSLDC
9	Shri MD Imran Khan, Dy. EE	MSLDC
10	Shri Pravin Patil, AEE	MSLDC
11	Shri Ajit Pandit, Director	Idam
12	Shri Anant Sant, AGM	Idam
13	Shri Anandasundararaman.S, Consultant	Idam
14	Shri Shashwat Srivastave	Kreate Technologies LLP
15	Shri Gaurav Rupani	Kreate Technologies LLP
16	Shri Praveen Singh	PRDC
17	Shri Santosh Avalamurthy	PRDC
18	Shri H.Diddee	Micropro
19	Shri Atul Aserkar	Kalki Tech
20	Shri S.B. Variar	Kalki Tech
21	Shri Sandeep Nagalwade	Secure
22	Shri Satyendra Srivastav	Secure
23	Shri Ashish Deshpande	L&T
24	Shri Rohit Patki	L&T
25	Shri Nilanjan Mohan	Infosys
26	Shri Santhosh Pathak	Infosys

Annexure-II

PRE BID QUERIES submitted by Bidders and Response of MSLDC

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
1	Section-1, Instructions to bidders	Clause 3.2, Point 5 Page no.11	<i>5. The Bidding Company should possess i. ISO9001:2015(Quality Management System) ii. CMMi Level 3 or above (Software Development Life Cycle)</i>	<p>CMMI and ISO share a common concern with quality and process management quality process. ISO 9001 and CMMi-Level3 are almost same and hence we request clause from both to be either one of them.</p>	<ul style="list-style-type: none"> Proposed certifications are required to ensure the quality of software development. The Clause No. 3.2, Point 5 (Page 11) shall not be changed
2	Section-1, Instructions to bidders	Clause 3.2, Point 2, Para 2 Page no.10	<i>The above software should be in successful operation or under advance stage of development as on the date of technical bid opening, for which the performance certificate from the concerned Utility as a proof is to be submitted along with the Bid.</i>	<p>Only “proven experience” should be considered for evaluation (not work in progress) as this is a very critical project for MSETCL, involving a Major state with a large size grid network. We suggest considering the following additional clause and removal of yellow highlighted portion (on the left-hand column</p> <p>1) The offered DSM Software modules should be supplied and in successful operation for one year in at least one State transmission utilities in India during the last 3 years on the date of bid opening.</p> <p>2) The offered software as above should have handled having minimum of 1500 ABT/ Feeder Meters and minimum 50 OA customers</p>	<ul style="list-style-type: none"> The Clause No. 3.2, Point 2, Para 2 (Page 10) shall not be changed

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC										
3	Section-1, Instructions to bidders	Clause 3.2, Point 3 Page no.11	<i>The Bidder should have experience of successful completion of similar type of software(s) (only software cost) amount not less than Rs. 2.00 Cr. in any Financial Year during the last 5 years</i>	Software modules asked in the tenders are new and are emerging technology. Considering the same, we request MSETCL to kindly relax 2 Cr. Criteria from the similar software modules and allow bidders to show any power system software supply having more than 2 Cr. value.	<ul style="list-style-type: none">• The Clause No. 3.2, Point 3 (Page-11) shall not be changed										
4	Section-1, Instructions to bidders	Clause 5.2 Page no.16	PROJECT COMPLETION SCHEDULE in Table 1 ,Completion Schedule for entire Scope of Work, row no 5 <i>Go Live and hand holding with MSLDC - 210 days</i>	The total timeline till Go Live may be amended as 360 days from LOA based on our field experience. The break ups are furnished in the annexure-1 attached	<ul style="list-style-type: none">• The Clause No. 5.2, Page 16, Project Completion Schedule shall not be changed										
5	Section-1, Instructions to bidders	Clause 5.3, Page 16	Payment Schedule	We propose the following: <table><tr><td>Against approval of SRS Document</td><td>10%</td></tr><tr><td>Against Delivery of Software Modules</td><td>70%</td></tr><tr><td>Against Staging/ UAT</td><td>10%</td></tr><tr><td>Against Go Live</td><td>10%</td></tr><tr><td>Operational support & maintenance period of 3 years from Go Live</td><td>5% Bank Guarantee</td></tr></table>	Against approval of SRS Document	10%	Against Delivery of Software Modules	70%	Against Staging/ UAT	10%	Against Go Live	10%	Operational support & maintenance period of 3 years from Go Live	5% Bank Guarantee	<ul style="list-style-type: none">• The Clause No. 5.3, Page 16, Payment Schedule shall not be changed
Against approval of SRS Document	10%														
Against Delivery of Software Modules	70%														
Against Staging/ UAT	10%														
Against Go Live	10%														
Operational support & maintenance period of 3 years from Go Live	5% Bank Guarantee														
6	Section-1, Instructions to bidders	Clause 6.0 Page 18	Penalty	Liquidated Damages @ 0.5%/ week, maximum 10% of undelivered portion provided delivery timelines suggested by us are considered. In case delivery timelines proposed by MSETCL cannot be relaxed then we suggest acceptance of LD terms @ 0.5% per week/ Max 5% of undelivered value.	<ul style="list-style-type: none">• The Clause No. 6.0, Page 16, Payment Schedule shall not be changed										

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7	Section-1, Instructions to bidders	Clause VI B, Page 9	<p>3.0 QUALIFYING REQUIREMENTS OF BID</p> <p>3.1 STATUTORY REQUIREMENTS</p> <p>vi. The bidder is liable for disqualification on account of any of the following reasons:</p> <p>.....</p> <p>b) Bidder, who is in the opinion of the purchaser, has Mala fide intentions in the conduct of business with the company (MSETCL).</p>	Please specify the supporting Document for this clause. Is any declaration required by the bidder for the same?	<ul style="list-style-type: none"> Self-declaration from the bidder on its letter shall be submitted by the Bidder.
8	Section-1, Instructions to bidders	clause 3.2 (1) Page 10	<p>3.2 Technical Experience/Criteria</p> <p>1. The Bidder should be a reputed Company registered in India as per Indian Companies ACT before the date of bidding and involved in supply, design, commissioning & testing of IT Products or Applications or services.</p>	We are registered under LLP Act 2008, we request you to kindly add LLP Act 2008 also	<p><i>Noted. The Clause no 3.2(1) of Section-I is revised as below.</i></p> <p><i>1. The Bidder should be <u>Proprietary firm/Partnership firm / Limited Liability Partnership / Company registered under Indian Companies ACT</u> before the date of bidding and involved in supply, design, commissioning & testing of IT Products or Applications or services.</i></p>
9	Section-1, Instructions to bidders	clause 3.2 (2) ,Page 10	<p>3.2 Technical Experience/Criteria</p> <p>2. The Bidder should be original application developer having</p>	We have worked in Government/Public Sector Undertakings/Load Despatch Centers/Power Sector in only last 5 years, are we able to participate?. Does this clause mean that the company should be 10 years old?	<ul style="list-style-type: none"> The Clause 3.2 (2) is self-explanatory. The Bidder's company is not necessary 10 years old.

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
			<i>Power Sector domain knowledge and experience of Development of Software services to any Government/Public Sector Undertakings/Load Despatch Centers/Power Sector, during last 10 years which includes any of the following modules/functionalities;</i>		<ul style="list-style-type: none"> The type of work specified under Clause 3.2(2) may be completed by Bidder during either of the last 10 years shall be considered which covers the similar work completed during last 5 years also.
10	Section-1, Instructions to bidders	clause 3.3 (1), Page 13	3.3 FINANCIAL POSITION / CRITERIA <i>1. The Bidder should have Minimum Annual Average Turnover (MAAT) of at least 40% of estimated cost of tender offered in the past three years i.e. 36 months. This should be certified by Chartered Accountant. Audited balance sheets for the last three years duly certified by Chartered Accountant to be submitted. (CA should have UDIN).</i>	We request you to kindly consider the minimum average annual turnover (MAAT) of the tenderer for the last three years (36 months) including FY 2018-19 should not be less than Rs.3 Crore. The Audited balance sheets for the last three years duly certified by Chartered Accountant to be submitted. (CA should have UDIN).	<ul style="list-style-type: none"> The Provision of the Clause 3.3(1) shall not be changed.
11	Section-1, Instructions to bidders	clause 3.4, Para 2, Page 14	3.4 PRESENTATION FOR REQUIRED TECHNICAL EXPERTISE <i>The scheme & technology which, bidder is intending to implement shall be presented by the bidder at MSLDC office on the date and time to be communicated</i>	Tentative when this presentation will be called. Also request to inform us at least 2 days prior to the presentation date	<ul style="list-style-type: none"> The date of presentation will be after Technical Bid opening and before date of financial Bid opening. 2 days prior intimation shall be informed to the Bidders through Email

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
			<i>separately by MSLDC by email/telephone/mobile.</i>		
12	Section-III, Technical Specification	clause 2.3.3, Page 11	2.2 IMPORT/ EXPORT FACILITY: <i>3. The System should support importing data directly from website without manual intervention</i>	Which data from which website has to import and data can be importable if only available in readable format	<ul style="list-style-type: none"> For DSM Computations may require to import the data from WRLDC/WRPC website or NLDC website. This data may be in PDF or Excel format or HTML format. MSLDC will co-ordinate with such external agencies for such data import as and when required.
13	Section-III Technical Specification	Clause 1.3 Page 19	Table 3- Preferred Technology Platforms; Point No 5	Please clarify the reason for any native connectivity	<ul style="list-style-type: none"> The database solution offered by the bidder shall be of ODBC (Open Database Connectivity) Standards. The database shall not only support the DSM software application's JAVA front end Application, but also able to connect with other existing software applications operational in MSLDC, programming languages, etc.
14	Section-III Technical Specification	Clause 1.3 Page 19	Table 3- Preferred Technology Platforms; Point No 2	Does application server operating system have to be Linux only or windows can be considered?	<ul style="list-style-type: none"> The Application Server and Data Base Server's Operating System (OS) shall be of Linux Operating System only with Enterprise Support included.

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
15	Section-III Technical Specification	Clause 1.3 Page 19	Table 3- Preferred Technology Platforms; Point No 3	Preferred database is Oracle Enterprise, as declared by MSETCL during the pre-bid meet. However, any Open Database with Enterprise edition is also acceptable. It may be noted that Oracle Enterprise edition price is very high compared to other database with Enterprise edition. So, will price or “Preferred Oracle” take precedence while evaluating the quote?	<ul style="list-style-type: none"> The MSLDC has not specified any specific preferred database The Bidder needs to provide High performance Database Software (Enterprise or Open Source Technologies with Enterprise support) available on MeitY empanelled CSP. Details are provided in the Corrigendum 3 enclosed as Annexure-III
16	Section-III Technical Specification	Clause 1.4.8.2 Page 44	MIS Report	MIS report management system shall be bound by a maximum number of reports (preferably complexity wise) rather than left open ended.	<ul style="list-style-type: none"> Standard MIS Reports are specified in the Draft Scheduling and Despatch Code and Draft DSM Procedure attached as Annexure –I and II with Tender Document, however some of the MIS Reports may be required to develop during DSM implementation phase and DSM software should be able to develop customised MIS Reports as and when required. No change in the Clause 1.4.8.2 is proposed.
17	Section-III Technical Specification	Clause 1.4.9.2 Page 46	Big Data Analysis Module Reports	Big Data Analysis system shall be bound by specific number of reports rather than left open ended	<ul style="list-style-type: none"> Big Data Analysis module shall be able to undertake customised data analysis as per the

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
					<p>Regulatory and MSLDC Requirement.</p> <ul style="list-style-type: none"> Requirement of specific no of formats cannot be specified in the Tender document. No change in the Clause 1.4.9.2 is proposed.
18	Section-III Technical Specification	Clause 2.5 Page No 53	2.5 Integration with Meter Data Acquisition System (MDAS) of existing meter data with Meter Data Management (MDM) module (for existing meters)	For Integration with meter acquisition system (MDAS) of existing Meter data management (MDM) existing flow of same must be explained to bidder on live system for better understanding. All the data from the existing ABT Meters will be decoded using a MCUBE software from SECURE METERS. How much time does this software take for each meter data decoding, and does this software data require validation after the decoding?	<ul style="list-style-type: none"> The Process flow has been explained during the pre-bid meeting and MSLDC has already issued Corrigendum 2 dated 6 July, 2019 to the Tender Document for details of process flow. An .MRD file consisting of monthly (30 days) meter data shall take around approx. 1 minute for decoding for one Interface Energy Meter. However, Bidder shall be responsible for its own assessment for all such technical information.
19	Section-III Technical Specification	Clause 2.6 Point 2 Page 55	2.6 Summary of Existing Software Application and Upcoming Applications <i>MSLDC shall coordinate for integration and establishing the API between the existing softwares and DSM Software proposed in this tender, however,</i>	The four Software are MDAS Software, STOA Software, RE-DSM Software and MDM Software. These four uses 4 different database, i.e. Oracle, MYSQL, UNKNOWN and Proprietary. How do you propose that the bidder undertake all activities necessary to integrate the DSM Software with these existing, non-existing, or under development software,	<ul style="list-style-type: none"> The integration of DSM Software is the responsibility of Bidder. MSLDC shall co-ordinate with the existing software vendor as and when required in the interest of work. Bidder may visit to MSLDC for any additional information of existing software.

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
			<i>Bidder shall be responsible to undertake all the activities necessary for integration of DSM Software with existing Software.</i>	without giving complete details and access of their database?	
20	Section-III Technical Specification	Clause 3.3 Page 57	3.3 Software Requirement Specifications Document <i>After approval of Design document, software requirements specifications (SRS) document for the application software for submitted for approval. This SRS should be prepared as per IEEE standard 830 of latest version for recommended practice for software requirements specifications. Software should be designed as per approved SRS.</i>	SOFTWARE REQUIREMENT SPECIFICATIONS (SRS) has to be given by MSETCL along with the KPI's on which the bidder has to design and execute the software. When will this document be available to the bidder?	<ul style="list-style-type: none"> The SRS to be prepared by the successful bidder and submit for the approval of MSLDC. Bidder shall refer the Scheduling and Despatch Code and DSM Procedure and MoD Guide lines and all other documents referred in the Tender document for preparation of SRS. A joint sign-off of SRS by MSLDC and successful bidder shall be done before initiating the software development activities.
21	Section-III Technical Specification	Clause 4.1.6.1 & 4.1.6.2 Page 60- 62	Timelines for scheduling activities	We suggest that these timelines be incorporated as part of UAT validation. It cannot be measured clearly during operations or AMC as it involves user/ external system's connectivity and other extraneous factors. Hence kindly remove the penalty stipulation. However, this may be defined as SLO (Service Level Offerings) and reported during AMC for system improvement AMC measurement shall be based on overall application availability/ high and medium complaint resolution within the stipulated time. This availability/ complaint	<ul style="list-style-type: none"> The Timelines proposed under Clause 4.1.6.1 and 4.1.6.2 are referring to performance of the software, hence same shall not be changed.

S.no	Section	Reference of Para as per Tender document	Content of Para / Clause under Reference as per Bid Document	Query/ Suggestions	Response of MSLDC
				metrics may even be linked to a suitable penalty clause	
22	Section-III Technical Specification	Clause 6.4 Page 70	<p>6.4 Scope of work of Hosting DSM software application on Cloud</p> <p><i>8. The Bidder shall be responsible for providing Point to Point Link of adequate internet bandwidth between MSLDC and Cloud hosting Data Centre (DC) for integration of DSM software application hosted at CSP's Data Centre with MDAS software application hosted at MSLDC. The cost of Point to Point Link to be bear by bidder and management of Point to Point Link be done by bidder.</i></p>	For cost calculation of Point to Point Link kindly share existing data centre details of MSLDC and any rate contract for Cloud hosting with CSP under Government rate contract.	<ul style="list-style-type: none"> • Provision of Point to Point link is in the Bidder's Scope. • Bidder may access its own estimation for costing.

Sr. No.	Section/Corrigendum	Corrigendum
1	Corrigendum No. 02	The word “MSETCL Sub-Station” in Corrigendum No. 02 should be read as “G<>T and T<>D interface Sub-Station in InSTS network of Maharashtra”

CORRIGENDUM No.3 to the Tender Document

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
1	Section I	3.2 Technical Experience/Criteria Point 2 , Page 10	<i>The Bidder should be original application developer having Power Sector domain knowledge and experience of Development of Software services to any Government/Public Sector Undertakings/Load Despatch Centres/Power Sector, during last 10 years which includes any of the following modules/functionalities;</i>	The Clause 3.2 of Section-I (Page 10) is revised as blow: The Bidder should be original application developer having Power Sector domain knowledge and experience of Development of Software services of <u>similar nature and complexities</u> to any Government/Public Sector Undertakings/Load Despatch Centres /Power Sector, during last 10 years which includes any of the following modules/functionalities;	The clause is revised for better clarification
2	Section-1, Instructions to bidders	clause 3.2 (1) Page 10	3.2 Technical Experience/Criteria <i>1. The Bidder should be a reputed Company registered in India as per Indian Companies ACT before the date of bidding and involved in supply, design, commissioning & testing of IT Products or Applications or services.</i>	We are registered under LLP Act 2008, we request you to kindly add LLP Act 2008 also	<i>Noted. The Clause no 3.2(1) of Section-I is revised as below. 1. The Bidder should be <u>Proprietary firm/Partnership firm / Limited Liability Partnership / Company registered under Indian Companies ACT</u> before the date of bidding and involved in supply, design, commissioning & testing of IT Products or Applications or services.</i>

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
3	Section I	3.4 PRESENTATION FOR REQUIRED TECHNICAL EXPERTISE. Para 3, Page 14	<i>..Clause 28 of this Tender Document. The shortlisted bidders will qualify for opening of commercial bids</i>	The clause no 28 shall be read as clause as 29	Typo error is corrected
4	Section I	5.3 PAYMENT SCHEDULE, Page 16	<i>Following Table provides the activity wise payment schedule for Software, Cloud Services and AMC for 3 years</i>	Following Table provides the activity wise payment schedule for Software, Cloud Services and AMC for 3 years post 3 years of Warranty.	Clause is revised for better clarification
5	Section I	5.3 PAYMENT SCHEDULE , Pages 16	5.3 PAYMENT SCHEDULE	The Clause 5.3 of Section-I shall be read as below: <u>The payment terms shall be as per the clause no 29 PAYMENT SCHEDULE of Section II General Terms and Conditions of the Contract (GTC).</u>	The provision of the clause no 5.3 Section I (PAYMENT SCHEDULE) is repeated in Clause no 29 of Section II General Terms and condition of the contract (GTC). Hence, the repeat clause no 5.3 in section I, page no 16 stands deleted.
6	Section I	5.3 PAYMENT SCHEDULE, Clause B, Point 2, Page 17	<i>Payment to be linked to the compliance with the SLA metrics</i>	Payment to be linked to the compliance with the <u>Service Level Agreement</u> (SLA) metrics	Clause is revised for better clarification
7	Section I	Clause 18.0 BID SECURITY (EARNEST MONEY) & TENDER FEE	18.1 Tender fees (Rs. 25,000 + GST as applicable) and earnest money deposit @ 1% of estimated cost of Rs. _____ Lakhs will have to be paid by the bidder through online payment mode.	Bidder shall consider the Earnest Money Deposit /Bid Security Amount as Rs. 12,07,580 as per Tender Notice	The EMD Amount in Rs. was not specified in the Tender Document

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
8	Section I	, 6.0 PENALTY, Page 18	<p>6.0 PENALTY</p> <p><i>6.1 If the Bidder fails to complete the work as mentioned in the Tender Specifications, within stipulated period i.e. 210 days from the date of issuance of LoA, a penalty towards delay @ 0.5 % per week maximum extent of 10% of order value will be levied and deducted from bill for non-execution of work.</i></p> <p><i>6.2 If the contractor fails to attend the complaints & made an attempt to rectify the defects and submit the report within 12Hrs from receipt of the call, as mentioned in Technical Specifications of this Tender document, a sum of Rs.2000/- per day will be deducted from the bills payable to the contractor during warranty and AMC period. In case preventive maintenance is not done on monthly basis during AMC period then penalty of Rs. 50,000/- per month will be deducted from the bills payable to the contractor.</i></p>	<p>6.0 LIQUIDATED DAMAGES</p> <p>6.1) If the contractor fails to complete all the works within the time frame stipulated as completion period or within any extension of time granted by the owner, the owner shall levy liquidated damages for breach of contract without prejudice to any other rights and/or remedies provided for the contract in case the progress is not to the satisfaction of owner.</p> <p>6.2) The liquidated damages shall be levied at 1/2% (half percent) of the total contract price per week of delay subject to maximum of 10% (ten percent) of the contract price for the entire scope of work. In case of such maximum delay, the contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor.</p> <p>6.3) During Warranty and AMC period, if the contractor fails to attend the complaints & made an attempt to rectify the defects and submit the report within 12Hrs from receipt of the call, as mentioned in Technical Specifications of this Tender</p>	The Clauses of Penalty / Liquidated damages in the Tender document are revised for more clarification.

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				document, a sum of Rs.2000/- per day will be deducted from the bills payable to the contractor during warranty and AMC period. In case preventive maintenance is not done on monthly basis during AMC period then penalty of Rs. 50,000/- per month will be deducted from the bills payable to the contractor.	
9	Section I	7.6 CHANGE REQUEST AND CONTROL PROCEDURES, Point 2, Pages 20	<i>The efforts upto 10 Man-Days shall be considered to be included in the Warranty and AMC provisions.</i>	The efforts upto 10 Man-Days per year shall be considered to be included in the Warranty and AMC provisions.	Clause is revised for better clarification
10	Section I	7.9 ANNUAL MAINTENANCE CONTRACT, Point 4, Pages 24	<i>Annual Maintenance Contract (AMC) price should be inclusive of at least 10 person days exclusively for the purpose of change request as mentioned in para 7.6.</i>	Annual Maintenance Contract (AMC) price should be inclusive of at least 10 person days per year exclusively for the purpose of change request as mentioned in para 7.6.	Clause is revised for better clarification
11	Section I	8.0 BID DOCUMENTS, Point 2, Para 2, Page 24 16.0 DUTIES AND TAXES, Page 29	<i>Section I shall also contain the corresponding annexure, price schedules & Evaluation Sheet for Technical Bid Presentation, etc The Owner's liability for all taxes under the contract shall be limited to those indicated by the Bidder in the price schedule, subject to the statutory variations.</i>	Section I shall also contain the corresponding annexure and Evaluation Sheet for Technical Bid Presentation, etc	<ul style="list-style-type: none"> • Bidders are requested to refer Price Bid separately uploaded on SRM Tender Website • Further Word Price Schedule shall be read as Price Bid in the entire Tender Document
12	Section I	9.0 IMPORTANT INFORMATION FOR BIDDERS, Point 8-b, Page 25	<i>b) Bidder/Principal against whom litigation is in process.</i>	b) Bidder against whom litigation is in process.	Word Principal stands deleted

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
13	Section-I	<p>15.0 BID PRICE Pages 28 and 29</p> <p>21.5 e-file2 No. 2 (Price Bid)- Page 33</p> <p>29.3 CALCULATION OF TOTAL PRICE FOR BIDS Page.37</p>	<p>15.2 Prices shall be indicated on the Price Schedules separately in the following manner:</p> <ol style="list-style-type: none"> 1. Summary of All Schedules (Schedule A to E) 2. Schedule A - Bill of Material and Price for DSM Software 3. Schedule B – Bill of Material and Price for Integration of DSM Software with existing Software of MSLDC 4. Schedule C - Bill of Material and Annual Charges for hosting DSM Software on Cloud. 5. Schedule D – Price Schedule for Annual Maintenance Services Charges 6. Schedule E – Price Schedule for Training of MSLDC officials at MSLDC Control Center 7. Schedule F - Price Schedule for Change Request <p>15.3 Prices shall be indicated in the Price Schedule separately in the following manner:</p> <ol style="list-style-type: none"> 1. Total price for development, installation, testing, commissioning towards DSM software along with all taxes & duties which are to be mentioned separately including Warranty period of three years after successful completion of the 	<ul style="list-style-type: none"> • Bidder shall note that, the Price Schedules referred in Clauses under column 3 are Schedule A to F, however, Price Bid Template uploaded on the SRM-tender website to be submitted by Bidder is single Price Bid inclusive of all details required under Price Schedule A to F. • The Bidder shall consider the Price Bid uploaded on the SRM-Tender website as final for submission of Bid Price. 	Clarification is provided for reference of Price Bid in the Tender Document.

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
			<p>entire work. (Refer Schedule A)</p> <p>2. Prices for integration of DSM Software with existing Software of MSLDC shall be separately provided. (Refer Schedule – B)</p> <p>3. Annual Charges for hosting DSM Software on Cloud for 6 years shall be provided in the price schedule. (Refer Schedule –C)</p> <p>4. Prices for Annual Maintenance Services (Comprehensive) on per year basis for three years after completion of Warranty period. (Refer Schedule –D)</p> <p>5. The Bidder shall also consider the full-fledged involvement of the IT Team of MSLDC in the entire process of development of DSM software and its output for billing mechanism Hands-On training & Capacity Building of MSLDC staff for operation of DSM Software and provide the charges for training of MSLDC staff at MSLDC office. (Refer Schedule – E)</p> <p>6. The Bidder shall also provide the Man-Day charges for estimation of charges for change request as per the detailed procedure provided in Clause No. 7.6 of this ITB. The Man-Day charges provided in the Price Schedule shall be fixed</p>		

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
			during Warranty and AMC period. (Refer Schedule – F)		

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
14	Section I	18.0 BID SECURITY (EARNEST MONEY) & TENDER FEE , Page 30	<i>18.1 Tender fees (Rs. 25,000 + GST as applicable)</i>	18.1 Tender fees (Rs. 25,000 + 5% GST as applicable)	The GST rates provided on SRM-Tender website shall be considered as final
15	Section I	21.0 SUBMISSION OF BIDS, Point 3 , Page 32	21.3 The Bidder should be submitted in two separate e-envelopes '1' & '2'	21.3 The Bidder should submit the bid in two separate e-envelopes '1' & '2'	Typo Error is revised
16	Section I	25.0 BID OPENING , Page 34	<i>....The Bidders who gets minimum Technical score specified under clause 28 of this tender document shall be qualified for Commercial Evaluation.</i>	Clause 28 shall be read as Clause 29	clause reference is revised
17	Section I	ANNEXURE-13 BID PROPOSAL , Pages 58	<i>Sub: Bid Proposal for Development of Software for Development of Software for implementation of the MERC (Deviation Settlement Mechanism and related matters) Regulations, 2019 at Maharashtra State Load Despatch Centre, Airoli, Navi Mumbai</i>	The Title of Bid Proposal shall be read as below: Sub: Bid Proposal for <u>Development of Comprehensive Software for Scheduling & Despatch, Deviation Settlement and State Energy Accounting activities and Implementation of DSM Mechanism in State Load Despatch Centre (MSLDC) of Maharashtra along with hosting of Entire Data Base and Application Software on Cloud at Maharashtra State Load Despatch Centre, Airoli, Navi Mumbai</u>	

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
18	Section-II	Clause 27 (c), Page No. 20	27 C) The project is to be executed in Seven months from date of LOA. Out of total project Software Development and Integration with existing Software is to be executed in Four months and balance activities to be executed in next Three months. So the liquidated damages mentioned at (b) above will be applicable separately for two phases separately.	27 C) The project is to be executed in Seven months from date of LOA. Out of total project Software Development and Integration with existing Software is to be executed in Four months and balance activities to be executed in next Three months. <u>The liquidated damages mentioned at (b) above will be applicable on the contract price for entire scope of work.</u>	The Clouse is revised for better clarification.
19	Section II	Clause 34.1 The matters to be determined by the Chief Engineer (LD) Page 25	Clause 34.1 1. Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSETCL of any certificate to which the contractor may claim to be entitled to, or if the Chief Engineer(C&RA) fails to make a decision (within 120 days) then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred	Clause 34.1 1. Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSETCL of any certificate to which the contractor may claim to be entitled to, or if the Chief Engineer(MSLDC) fails to make a decision (within 120 days) then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration	The Reference of Chief Engineer is revised for clarity.

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark																														
			to arbitration																																
	Section-III Technical Specification	Clause 1.3 Page 19	<p>Table 3- Preferred Technology Platforms; Point No 3</p> <p>Table 3 Preferred Technology Platforms</p> <table><tr><th>S. No</th><th>Development Platform</th><th>Open Source Solution or Licensed Enterprise Solution</th></tr><tr><td>1</td><td>Application Server Software</td><td>Open Source Technologies (preferably JAVA based)</td></tr><tr><td>2</td><td>Application Server Operating System</td><td>Linux Enterprise edition</td></tr><tr><td>3</td><td>Database Server Software</td><td>High performance Database Software (Enterprise or Open Source Technologies)</td></tr><tr><td>4</td><td>Database Server Operating System</td><td>Linux Enterprise edition</td></tr><tr><td>5</td><td>Database Connectivity Methods</td><td>Native Connectivity</td></tr></table>	S. No	Development Platform	Open Source Solution or Licensed Enterprise Solution	1	Application Server Software	Open Source Technologies (preferably JAVA based)	2	Application Server Operating System	Linux Enterprise edition	3	Database Server Software	High performance Database Software (Enterprise or Open Source Technologies)	4	Database Server Operating System	Linux Enterprise edition	5	Database Connectivity Methods	Native Connectivity	<ul style="list-style-type: none">The Bidder needs to provide High performance Database Software (Enterprise or Open Source Technologies with Enterprise support) available with MeitY empanelled CSP.Table 3 is revised as below <p>Table 3 Preferred Technology Platforms</p> <table><tr><th>S. No</th><th>Development Platform</th><th>Open Source Solution or Licensed Enterprise Solution</th></tr><tr><td>1</td><td>Application Server Software</td><td>Open Source Technologies (preferably JAVA based)</td></tr><tr><td>2</td><td>Application Server Operating System</td><td>Linux Enterprise edition</td></tr><tr><td>3</td><td>Database Server Software</td><td><u>High performance Database Software (Enterprise or Open Source Technologies with Enterprise Support) available with MeitY empanelled CSP</u></td></tr></table>	S. No	Development Platform	Open Source Solution or Licensed Enterprise Solution	1	Application Server Software	Open Source Technologies (preferably JAVA based)	2	Application Server Operating System	Linux Enterprise edition	3	Database Server Software	<u>High performance Database Software (Enterprise or Open Source Technologies with Enterprise Support) available with MeitY empanelled CSP</u>	<ul style="list-style-type: none">
S. No	Development Platform	Open Source Solution or Licensed Enterprise Solution																																	
1	Application Server Software	Open Source Technologies (preferably JAVA based)																																	
2	Application Server Operating System	Linux Enterprise edition																																	
3	Database Server Software	High performance Database Software (Enterprise or Open Source Technologies)																																	
4	Database Server Operating System	Linux Enterprise edition																																	
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S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document			Remark
				4	Database Server Operating System	Linux Enterprise edition	
				5	Database Connectivity Methods	Native Connectivity	
20	Section IV	20.0 LIQUIDATED DAMAGES FOR DELAY: ,Page 11	<i>20.2 The following penalty clause will be applicable to this contract. For the purpose of determination of penalty the value of works shall be assumed as the total amount of unfinished works. For the delay in the completion of works beyond time limit as mentioned in “Notice of Tender” the penalty shall be applicable at the rate of half percent per delayed week or part of the week for unexecuted portion of work, however, subject to maximum penalty limited to 10% of the entire contract amount.</i>	The Clause No. 20.0 of Section-IV shall be read as below: <u>LIQUIDATED DAMAGES, is as below:</u> <u>b) The liquidated damages shall be levied at 1/2% (half percent) of the total contract price per week of delay subject to maximum of 10% (ten percent) of the contract price for the entire scope of work. In case of such maximum delay, the contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor.</u>			The discrepancy in Clause 20 of Section IV and Clause 27 of Section-II is removed. The Provision of the Liquidated Damages under Section II - Clause -27 shall be considered as final and replace the clause 20 of Section-IV of Tender Document
21	Section IV	15.0 PAYMENTS, Page 10	<i>15.1 The payments under the contract shall be made against the following milestones a. 20% payment will be made within 30 days on approval of the document submitted by the contractor after study of existing system, final algorithm and design for software development. b. 80% payment will be made</i>	The Clause 15 of Section-IV is revised as below: <u>The payment terms shall be as per the clause no 29 PAYMENT SCHEDULE of Section II General Terms and Conditions of the Contract (GTC) of this Tender Document.</u>			The provisions of the Clause no 29 of Section II General Terms and condition of the contract (GTC) shall prevail the provision of Clause 15 of the Section-IV of the Tender Document.

S.no	Section	Reference of Para as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Proposed Revision in the Para/Clause of the Bid Document	Remark
			<i>within 30 days after successful commissioning, Testing and taking over of the Software for operation.</i>		

-sd-
 Chief Engineer,
 M.S.L.D.C. Kalwa



Corrigendum No. 05 (Revised DSM_Price_Schedule)

In continuation to this office e-Tender notice no. **CE/MSLDC/EA/DSM/ T-05/2019-20 Dtd. 26.06.2019 (RFx no. 7000013218)** for Development of comprehensive software for Scheduling & Despatch, Deviation Settlement and State Energy Accounting activities and Implementation of DSM Mechanism in State Load Despatch Centre (MSLDC) of Maharashtra along with hosting of entire data base and application software on Cloud.

In the previously uploaded DSM_Price_Schedule excel sheet formulas were not applied and the cell L32 in the DSM_Price_Schedule excel sheet (of Total Amount Without GST to be entered at ex-work price in response) and Cell O32 in the DSM_Price_Schedule excel sheet (of Total response value after entering the Tax code) were locked and formulas were not applied.

As such, the revised DSM_Price_Schedule excel sheet is uploaded with formulas enabled. Kindly note that there are no changes in number of modules, their prices and any other details of DSM_Price_Schedule excel sheet.

Therefore, it is requested to use revised DSM_Price_Schedule excel sheet for submission of the commercial offers.

All other terms & condition of the E-tender notice published earlier will remains unchanged.
For further details visit our website <http://mahatransco.in>

Note:- All eligible interested bidders are mandated to get enrolled on SRM e-Tendering portal (<https://srmetender.mahatransco.in>)

-sd-
Chief Engineer,
MSLDC, Kalwa