

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		31-12-2024 07:03:51
Tender Code	MMD/T-HTM1-08/1224	
Tender Type	Procurement Tender	
Type Of Bid	Two Bid	
Description	Request for Proposal for Supply, Installation, commissioning of Internet of Things (IoT) based Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) in MSEDCL	
Estimated Cost (In Lakhs)	390.5	
Basis of prices	Firm Price Basis	
Tender Validity	120	
Delivery Requirement (In Months)	12	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Shri Kirankumar Shinde , 7045791361 ,cemmcmsedcl@gmail.com	
Pre-Qualifying Req	As per tender document	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Material Management Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Chief Engineer Material Management Dept. Maharashtra State Electricity Distribution Company Ltd., 1st Floor, Prakashgad, Plot No. G-9, Prof. Ananat Kanekar Marg, Bandra (East), Mumbai – 400051	
Bid Opening Address	Chief Engineer Material Management Dept. Maharashtra State Electricity Distribution Company Ltd., 1st Floor, Prakashgad, Plot No. G-9, Prof. Ananat Kanekar Marg, Bandra (East), Mumbai – 400051	
Version No	1	
Call for Deviation	YES	
Is Annexure C1 Applicable	YES	
Is Manufacturer Applicable	YES	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	100	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	31-12-2024 19:10	
Tender Sale End Date	21-01-2025 12:00	
Bid Start Date	31-12-2024 19:15	
Bid End Date	21-01-2025 15:00	
Pre-Bid Meeting Date	06-01-2025 16:00	
Techno-Commercial Bid opening on	21-02-2025 15:30	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	Will be declared later	
Winner Selection Date	Will be declared later	
Can Bidder opt for EMD Exemption	YES	
Is Annexure-E [Consent for MSEDCL Standard Technical Specifications and GTP] Applicable ?	NO	



**MATERIAL MANAGEMENT DEPARTMENT**  
**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**Tender No. MMD/T-HTM1-08/1224**

## **TENDER BID NOTICE**

The Chief Engineer, Material Management Department (MMD), on behalf of Maharashtra State Electricity Distribution Company Limited (the Purchaser), hereby invites sealed bids from eligible bidders **for supply, installation, commissioning of IoT based Remote Battery Management System (RBMS) and Battery Charger Monitoring System (BCMS)**. Entire bidding document is available online on Works website <https://etender.mahadiscom.in/eatApp/> as per date indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via MSEDCL's website. Prospective bidders are therefore requested to regularly check the website for any updates.

**Tender No. MMD/T-HTM1-08/1224**

**Estimated Tender Cost: Rs. 390.50 Lakhs inclusive of 18% GST.**

**Tender Fee:** Rs. 10,000.00 + 18% GST

The bidder should submit non-refundable Bid Fee of Rs. 10,000.00 + 18% GST paid through online payment only, prior to the dead line for submission of bids as per the procedure laid by the MSEDCL.

**Earnest Money Deposit:** The bid must be accompanied with EMD @ 0.5% (Half Percent) value of the estimated cost of offered quantity of the tender in the form of BG as per the Annexure–M enclosed with tender documents having validity of 120 days from opening of tender. Interest shall not be allowed on EMD.

The scanned copy of the online payment receipt / Demand Drafts / BG should be uploaded (in e-tendering) and the Demand Drafts/BGs should be submitted to this office on or before submission date and time.

Calendar of Events Event	Date and Time
Begin Sale of Bid Document	31.12.2024
Date and time of submission of Bids	21.01.2025 at 15:00 hrs.
Date and time of Bid Opening	21.01.2025 at 15:30 hrs.
Date and time of Pre bid meeting	06.01.2025 at 16:00 hrs. Online Google Meet joining info : <a href="https://meet.google.com/uze-rubd-giv">https:// meet.google.com/uze-rubd-giv</a>

**THE CHIEF ENGINEER**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**  
**E-mail- [cemmcmedcl@gmail.com](mailto:cemmcmedcl@gmail.com)**



***Request for Proposal for Supply, Installation, commissioning  
of Internet of Things (IoT) based Remote Battery Monitoring  
System (RBMS) with Battery Charger Monitoring System  
(BCMS) in MSEDCL***

***Tender No:***

***MMD/T-HTM1-08/1224***

### ***Disclaimer***

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of MSEDCL and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the MSEDCL and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by MSEDCL in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to MSEDCL and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of MSEDCL. In case any major revisions to this RFP are made by MSEDCL within seven days preceding the last date of submission of the Proposals, MSEDCL may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither MSEDCL nor any of its officers, employees nor any advisors nor consultants undertake to provide any Bidder with access to any additional information or to update the information in this RFP.
5. MSEDCL, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

## ***Request for Proposal***

Maharashtra State Electricity Distribution Company Ltd. (hereafter referred to as MSEDCL), having its Office at Prakashgad , Plot No G-9, A.K. Marg, Bandra (East), Mumbai 400 051, invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders to be appointed for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The RFP can be downloaded from MSEDCL eTender website (<https://etedner.mahadiscom.in>). Any subsequent corrigendum / clarifications / Brief Notices will be displayed on MSEDCL’s website [www.mahadiscom.in](http://www.mahadiscom.in).

The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the Bid Data Sheet. Proposals must be received not later than time, date and venue mentioned in the Bid Data Sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under **Least Cost Selection (L1)** criteria and procedures described in this RFP.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned in the Data Sheet. Attending the pre-bid meeting is optional.

### **Chief Engineer**

Material Management Dept.  
Maharashtra State Electricity Distribution Company Ltd.,  
1st Floor, Prakashgad, Plot No. G-9,  
Prof. Ananat Kanekar Marg, Bandra (East),  
Mumbai – 400051  
Phone- 022-26474211  
Web site: - [www.mahadiscom.in](http://www.mahadiscom.in)  
Email- [cemmcsedcl@gmail.com](mailto:cemmcsedcl@gmail.com),

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## 1. Bid Data Sheet

Sr. No.	Item	Description
1.	RFP No and Date	<b>MMD/T-HTM1-08/1224</b> dtd. 31.12.2024
2.	Tender inviting authority	Chief Engineer, Material Management Department, Maharashtra State Electricity Distribution Company Ltd.
3.	Bid submission	<p>All the following bids documents should be submitted online on the MSEDCL's e-Tender Website (<a href="https://etender.mahadiscom.in">https://etender.mahadiscom.in</a>)</p> <p>a. Technical Section</p> <ul style="list-style-type: none"> <li>• Response to the Pre-Qualification</li> <li>• EMD and Tender fee details</li> <li>• Forms mentioned in RFP.</li> <li>• Responses related to Technical Evaluation Criteria.</li> </ul> <p>b. Commercial Section</p> <ul style="list-style-type: none"> <li>• CA Certificates, Balance Sheets, P&amp;L Statements, EMD Details &amp; Scanned Copy of BG &amp; other Financial Documents meeting Qualifying Criteria &amp; requirements of RFP.</li> </ul> <p>c. Price Bid Section</p> <ul style="list-style-type: none"> <li>• Commercial Quote/Price Bid Only</li> </ul> <p>* Price Bid should be uploaded in Price Bid Section only, otherwise entire bid will be rejected.</p> <p>* Original EMD must be submitted to the Office of Chief General Manager (IT) on or before the last date of bid submission and upload a scanned copy of BG of EMD along with the Technical bid</p>
4.	Method of Selection	Least Price L1
5.	Availability of RFP documents	RFP would be available on MSEDCL eTender website ( <a href="https://etender.mahadiscom.in">https://etender.mahadiscom.in</a> ) by paying respective Tender fee Only those Bidders would be able to upload the bid that have purchased the RFP.
6.	Date of RFP issue	31.12.2024
7.	Estimated Tender Cost	<b>INR 3,90,50,000/-</b>
8.	Tender fee (Non-refundable and not exempted)	<b>INR 5,900/-</b> (including GST) in form of online payment on MSEDCL eTender website ( <a href="https://etender.mahadiscom.in">https://etender.mahadiscom.in</a> )

Sr. No.	Item	Description
9.	Bid Security/ Earnest Money Deposit (EMD)	<p>INR <b>1,95,250/-</b> (Rupees One Lakh Ninety Five Thousand Two Hundred Fifty Only ) in form of Bank Guarantee from a nationalized/scheduled bank in favour of <b>Maharashtra State Electricity Distribution Company Ltd.</b> payable at Mumbai or online on MSEDCL etender portal only</p> <p>MSEDCL Bank Details for SFMS Purpose only :</p> <p>NAME : M S E D C L  BANK : BANK OF MAHARASHTRA  BRANCH : FORT - MUMBAI 400001  ACCOUNT NO : 20045003931  IFSC CODE: MAHB0000002</p>
10.	Last date for purchase of RFP	<p>21.01.2025  (For updates, please check MSEDCL eTender portal)</p>
11.	Pre-Bid Conference Time, Date, & Venue	<p>Pre-bid meeting will be conducted through Video Conferencing.  VC Link for Pre-Bid:  <a href="https://meet.google.com/uze-rubd-gjv">https:// meet.google.com/uze-rubd-gjv</a>  Date: 06.01.2025.  Time: 16.00 pm</p> <p>The bidder will have to email their pre bid queries on or before 06.01.2025 on <a href="mailto:cemmcmedcl@gmail.com">cemmcmedcl@gmail.com</a> as specified format in Annexure 12</p>
12.	Publishing of Responses to pre-bid queries / corrigendum by MSEDCL	<p>To be intimated later.  Responses to the pre-bid queries would be published on MSEDCL's website <a href="http://www.mahadiscom.in">www.mahadiscom.in</a> (Supplier's Portal)</p>
13.	Last date and time for Bid submission (on or before)	21.01.2024 Time:17.00 Hrs
14.	Pre-Qualification and Technical Bid Opening Date (Tentative)	<p>To be intimated later.  (For updates, please check MSEDCL eTender portal)</p>
15.	Date for Technical Presentation by Bidders.	To be intimated later
16.	Date and time for Opening of Commercial Bids.	To be intimated later
17.	Language of Bid Submission	Proposals should be submitted in English only
18.	Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.

Sr. No.	Item	Description
19.	Currency	Currency in which the Bidders shall quote the price and will receive payment is INR only
20.	Name and Address for Communication and seeking clarifications	<b>Chief Engineer</b> Material Management Dept., Maharashtra State Electricity Distribution Company Ltd., 1st Floor, Prakashgad, Plot No. G-9, Prof. Ananat Kanekar Marg, Bandra (East), Mumbai – 400051 Phone- 022-26474211 Web site: - <a href="http://www.mahadiscom.in">www.mahadiscom.in</a> Email- <a href="mailto:cemmcmsedcl@gmail.com">cemmcmsedcl@gmail.com</a> ,

## 2. Introduction

### 2.1. *About MSEDCL*

Maharashtra State Electricity Distribution Company Limited (hereinafter referred to as MSEDCL) a State Govt. PSU, is the largest Electricity Distribution Company in India with around 2.5 Crores live consumers. MSEDCL has over a period developed a technologically advanced IT infrastructure for catering to consumer services and its day to day business needs at MSEDCL corporate offices situated at Prakashgad , Bandra.

Presently several in-house built IT applications being used for fulfilling business requirements of MSEDCL including online consumer services. Critical Applications used are Mobile apps, Online Cash Collection System, Centralized Billing system, HANA (Dashboards), New Connection, Meter Data Acquisition system (MDAS), Energy Audit, Customer Relationship Management (CRM), ERP Modules, HRMS, Payroll, Employee-Portal, e-Tendering systems, Portal, Website, Online Energy Bill payment, email, video conferencing solution etc.

### 2.2. *Definitions*

- 2.1 'MSEDCL' means Maharashtra State Electricity Distribution Company Limited which has invited bids under this Request for Proposal.
- 2.2 'RFP' means RFP for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) in MSEDCL.
- 2.3 The "Bidder" shall mean the Organization on whose behalf the tender response has been submitted and bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement
- 2.4 'Successful Bidder'/ 'L1 bidder' means the bidder who is found to be the lowest value bidder after conclusion of the bidding process, subject to compliance to all the terms and conditions of the RFP, etc.
- 2.5 "Authorized signatory" or signer is a person who's been given the right to sign documents on behalf of the authorizing organization.

### 2.3. *About RFP*

MSEDCL wishes to Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) in MSEDCL From reputed vendors to enable better application performance, and improve internal business

communication and IT agility by deploying Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) for MSEDCL as per the Terms & Conditions, Technical Specifications and Scope of Work described in this document.

### **3. Instructions to the Bidders**

#### **3.1. Eligible Bidders**

Bid has to be submitted by the Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) Provider only with due authorization from the System Software Provider (OEM). The bidder must meet the qualifying requirements. The bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

The Bidder shall be responsible for meeting all obligations of the contract and the, delivery of products and services mentioned in this RFP. The Bidder would also be responsible for ensuring the successful execution of proposed solution including meeting the SLAs.

The Bidder will be responsible for:

#### **3.2. The Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) Proposal Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MSEDCL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. MSEDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This Bid Document does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of MSEDCL and may be returned at its sole discretion.

### **3.3. Earnest Money Deposit (EMD) and Refund**

- i) Bidders shall submit, along with their Bids for the amount mentioned in Bid Data Sheet in form of Unconditional Bank Guarantee (as per prescribed format) or online on MSEDCL etender portal only. The validity of the EMD shall be for a minimum period of 180 days from the date of submission of the bid and the validity of the EMD should be extended in the event the last date of submission of the bid is extended.
- ii) The Bidders are required to submit original copy of EMD.
- iii) In case bid is submitted without EMD then MSEDCL reserves the right to reject the bid without providing opportunity for any further correspondence to the concerned Bidder.
- iv) EMDs of all unsuccessful bidders will be returned (without interest) at the earliest after bidding process is over.
- v) The EMD of the successful Bidders will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in LOA) by the successful Bidder.
- vi) The EMD may be forfeited:
  - a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the bid and during the period of Bid validity period or its extended period, if any.
  - b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
- v) The decision of the MSEDCL regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances

### 3.4. Pre-Bid Meeting & Clarifications

#### a) Bidders queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to MSEDCL as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in given below format, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet may not be entertained by MSEDCL. Further, MSEDCL shall reserve the right not to issue responses / clarifications/ corrigendum.

Bidders shall submit all Pre-Bid queries in excel in the following format.

Name of Bidder:

Sr. No.	Page No.	Section (Name & No.)	Statement as per RFP	Query by Bidder	Justification for query (if any)

#### Note:

- a) MSEDCL will organize a pre-bid conference at the time and place indicated in bid data sheet. The bidder will have to email their pre bid queries on or before 06.01.2025 on [cemmcmstedcl@gmail.com](mailto:cemmcmstedcl@gmail.com) as per format in MS Excel file format only (with query in one row). Any modifications to the Bidding document which may become necessary as a result of pre-bid conference shall be made by MSEDCL exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.
- b) Any requests for clarifications received after the expiry of the date and time mentioned in



the Data Sheet may not be entertained by MSEDCL.

- c) Pre-Bid queries should be sent on [cemmcmstedcl@gmail.com](mailto:cemmcmstedcl@gmail.com) only. Other mode of communications shall not be accepted.
- d) MSEDCL is not bound to reply all the queries.
- e) Replies of Pre-Bid Queries shall be published on MSEDCL e-Tender website and on e-Tender Portal.

***b) Responses to Pre-Bid Queries and Issue of Corrigendum***

The Purchaser will organize a pre-Bid Conference as mentioned in the Data Sheet above and may respond to any request for clarifications on, and/or modifications of this RFP.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. Also, no separate conferences, will be conducted for any organization which has purchased the RFP at date later than the dates for the above events. The MSEDCL will endeavor to provide timely response to all the queries. However, MSEDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by MSEDCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by MSEDCL in the sole discretion of MSEDCL. All clarifications and any other corrigendum / notification issued by the Purchaser subsequent to the issuance of this RFP, shall be published on MSEDCL's website [www.mahadiscom.in](http://www.mahadiscom.in) (Supplier's Portal).

***3.5. Amendment of Bid Document***

At any time prior to the deadline for submission of bids, MSEDCL, may, for any reason can modify the Bid Document by an amendment. All the amendments made in the document would be informed to all the bidders who have purchased the Tender through an automatic e-mail and a notice will also be displayed on MSEDCL's website. The Bidders are advised to

visit the MSEDCL website ([www.mahadiscom.in](http://www.mahadiscom.in)) & eTender Website (<http://etender.mahadiscom.in/eTender/etender>) on regular basis for checking necessary updates. MSEDCL also reserves the rights to amend the dates mentioned in this Bid Document for bid process. MSEDCL may, at its discretion, extend the last date for the receipt of Bids.

### **3.6. Bid Validity period**

- a) Bid shall be valid for the time mentioned in the Bid Data Sheet.
- b) MSEDCL may request the Bidder(s) for an extension of the period of validity. The validity of the EMDs should also be suitably extended if called upon to do so by MSEDCL. The request and the responses thereto shall be made in writing or e-mail.

### **3.7. Rights to Terminate the Process**

MSEDCL may terminate the RFP at any time and without assigning any reason. MSEDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MSEDCL. The Bidders participation in this process may result in MSEDCL selecting the Bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MSEDCL to execute a contract or to continue negotiations. MSEDCL may terminate negotiations at any time without assigning any reason.

### **3.8. Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and MSEDCL, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidder.

### 3.9. Documents Comprising of Bids

Bidder shall furnish the required information in their Technical and Commercial proposals in specified formats only with required annexures. Any deviations in format may make their bids liable for rejection. Disclosure of Price Bid in Pre-Qualification or Technical bids shall be sufficient grounds for rejection of the bid. ***Bids without No Deviation Certificate will be liable for rejection.***

### 3.10. Submissions of Bids

- a) A Two Bid System will be followed for this RFP, comprising of Technical Bid and Commercial Bid.
- b) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to submitted Online as mentioned below:

Sr. No.	Bid Documents	eTender Section
1	Pre-Qualification documents	Technical Bid
2	Technical & Financial documents	
3	Price Bid	Commercial Bid

The Bidders are requested to go through the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

- c) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Bid Data Sheet of this RFP. The eTender system does not allow Bidder to submit the Bid after the Bid submission time. It is requested to upload all the documents well before

to avoid last minute rush. All documents must be duly digitally signed using Secure Sign tool available eTender website. The Bidder shall furnish, as part of its Bid, an EMD amount as mentioned in the Data Sheet.

- d) The Technical Bids and related supporting documents shall be submitted under Technical Bids in the eTender system. Bidders are required to upload the digitally signed (using Secure Sign tool available on eTender website) documents. Any other documents should not be uploaded.
- e) The Bidders should necessarily submit their Price Bid in the format provided and no other format will be acceptable.
- f) The Bidder shall provide Non-priced Bill of Material (BoM) (similar to the format of Price Bid) detailing all types of Services & materials proposed in the solution and their respective quantities vide technical bid that should commensurate with the financial proposal. Quantities defined in the price bid are fixed and shall be considered for price evaluation.

### **3.11. Evaluation Process**

MSEDCL will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSEDCL's discretion. The Bids are required to cover the following but not limited to:-

- Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) including solution design
- Project Management and Implementation Methodology
- Integration approach with other MSEDCL Infrastructure
- Maintenance and Support for proposed solution
- Risk Mitigation plan

#### **i. Stages of Evaluation**

MSEDCL shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting

documents / documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MSEDCL. MSEDCL may seek clarifications or conformation on their proposals from the Bidders. During the Proposal Evaluation, MSEDCL reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

- i) MSEDCL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders on **Least Cost Selection (L1) method**.
- ii) As part of technical evaluation bidders will be invited for Technical presentation on the features mentioned in the RFP.

The steps for evaluation are as follows:

## **ii. Stage 1 - Technical Evaluation**

- a) The Bidders Pre-Qualification Proposal (QR) in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- b) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- c) If Commercials i.e. Price Bid details are provided in the Technical Bid, the bid would be summarily be rejected and EMD will be forfeited.
- d) The Technical bids of those bidders who qualify in the prequalification (QR) process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.
- e) The Technical Bids and related supporting documents shall be submitted along with the required supporting documents in the format specified in the RFP. The Technical Bids of only those Bidders will be evaluated who have qualified the Pre-Qualification stage.
- f) MSEDCL will review the Technical bids of the short-listed bidders to determine whether

the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSEDCL's discretion.

- g) The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in RFP.
- h) MSEDCL may at its sole discretion can seek clarification from the bidders to assist in the evaluation, comparison and examination of bids. The request for clarification and the response will be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, MSEDCL reserves the right to make its own reasonable assumptions.
- i) The MSEDCL reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid. The authority to relax any of the condition of the qualifying bid in the interest of MSEDCL is kept reserved by the MSEDCL.

### **iii. Stage 2 – Commercial (Price Bid) Evaluation**

The Commercial Proposal (Price Bid) will only be opened for Bidders who have qualified the Technical evaluation stage. The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only.

#### **3.12. *Rights to Accept/Reject any or all Proposals***

MSEDCL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for MSEDCL's action.

#### **3.13. *Notifications of Award and Signing of Contract***

Prior to the expiration of the period of proposal validity, the successful Bidder will be notified via Letter of Award (LOA) that its proposal has been accepted. MSEDCL shall facilitate signing of the Contract with Bidder after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual

obligations shall commence from the date of issuance of Letter of Award to Bidder. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Letter of Award. The notification of award (LOA) will constitute the formation of the Contract. Upon the Bidder executing the contract with MSEDCL, EMDs of unsuccessful Bidders shall be returned. After issuance of Purchase LOA, Bidder shall sign the Contract as per the draft contract format given in **Section 7**.

**MSEDCL reserves the undisputed right to split the scope in any number of contracts or may award contract for partial scope of work to the successful bidder.**

### ***3.14. Quantity Variation***

The evaluation shall be made on the overall cost of the items and quantities mentioned in the RFP. However, while placing the order, or during Contract period, the MSEDCL reserves the right to modify the quantities of individual items up to any extent (+/-) of the mentioned BoQ subject to within a range of 10% of the value of the overall project cost.

### ***3.15. Failure to agree with the Terms & Conditions of the Bid Document/ Contract***

Failure of the Bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract and seizure of EMD amount. The contract may be awarded to the next most responsive bid of other Bidder. Bids without No Deviation Certificate will be liable for rejection.

### ***3.16. Terms and Conditions of the Tender***

Bidder is required to adhere to Section – 5 Scope of Work and Technical Specification for Security services during Project Implementation and Post implementation period.

### ***3.17. Late Bids***

- A. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

- B. Bids submitted via telex, telegram, fax, email, offline, etc., will not be considered. No correspondence will be entertained on this matter.

### **3.18. Patent Claim**

In the event of any claim asserted by a third party regarding infringement of copyright, patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof, the bidder must promptly resolve such claim. If the bidder fails to comply and MSEDCL is obliged to pay compensation to a third party due to such infringement, the bidder shall be responsible for the compensation, including all associated expenses, court costs, and lawyer fees. MSEDCL will notify the agency of any such claim and recover it from the bidder if required.

### **3.19. Performance Bank Guarantee**

The Bidder shall at its own expense, deposit with MSEDCL, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format Annexure 11 of this Bid Document, payable on demand, for the due performance and fulfillment of the contract by the Bidder as per below. All charges whatsoever such as premium, commission, Stamp Duty etc. with respect to the PBG shall be borne by the Bidder. The PBG would be valid for a period of minimum 78 months (6 months more over total contractual period i.e. 72 months) from the date of issue to AT/WO. Performance Bank Guarantee will be for an amount equivalent to 10% of contract value for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

The PBG may be discharged/ returned by MSEDCL upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, MSEDCL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MSEDCL under the Contract in the matter, the proceeds of the PBG shall be payable to MSEDCL as compensation for any loss



resulting from the Bidder's failure to complete its obligations under the Contract. MSEDCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

MSEDCL shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## 4. Qualification Criteria

### 4.1. Qualification Process

- a) Bidders are required to upload the digitally signed (using Secure Sign tool available on e-Tender website) all required documentation in support of the pre-qualification criteria specified in this RFP under the Technical Bids in the e-Tender website. Any other documents should not be uploaded.
- b) The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP.
- c) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d) The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.
- e) In case of separation of business or merger/acquisition, bidder may utilize the credentials and track of its predecessor company to fulfill the Pre-Qualification criteria.

### 4.2. Bidders Pre-Qualification Criteria

Bidder must fulfill all the below criteria:

Sr. No.	Category	Pre-Qualification Criteria	Documents required
i.	Bidders Definition	Bidder must be a single firm/Consortium of two members. The Single firm/All Consortium member must be a legal entity registered under the Companies Act 1956 or 2013 or limited liability partnership (LLP) under the LLP act 2008 or Indian Partnership Act 1932 and should be in existence in India for at least last audited 5 years as on date of submission of the bid.	Copy of A. Certificate of incorporation B. GST registration certificate C. PAN In case of consortium, in addition to above, following documents shall be submitted: Consortium Agreement mentioning roles and responsibilities of each consortium member.

Sr. No.	Category	Pre-Qualification Criteria	Documents required
ii.	Financial Turnover	The Bidder <b>should</b> have minimum average annual turnover of at least 30 % of the estimated Cost of the Tender in the last three audited financial years (FY 2020-2021, FY 2021-2022 & FY 2022-2023) or (FY 2021-2022, FY 2022-2023 & FY 2023-2024) as on bid submission date.	CA certificate mentioning annual turnover AND Annual Audited Balance sheet for the latest three financial years AND Profit & Loss Statement for the latest three financial years
iii.	Net Worth	The Bidder should have positive net worth in the last three audited financial years (FY 2020-2021, 2021-2022 & 2022-2023) or (FY 2021-2022, FY 2022-2023 & FY 2023-2024) as on bid submission date.	CA Certificate for Net worth. AND Annual Audited Balance sheet for the latest three financial years AND Profit & Loss Statement for the latest three financial years.
iv.	Presence in Maharashtra	The Bidder shall have fully functioning office in Maharashtra or shall open office in Maharashtra in case of award of contract.	Self-Declaration from the authorized signatory of bidder
v.	Project Experience	<p>The Bidder/any member of the consortium should have similar experience of Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) in India during last 3 years of date of submission of bid.</p> <p>The Bidder should have executed similar project experience/Work order as follows: Cumulative work order / any Single Work Order / Contract for similar works costing not less than 30% of tender value.</p> <p>Note: 1) Similar work means Supply, Installation and Commissioning of products with services for Supply and</p>	The Bidder shall provide: Details of work orders/ Purchase orders/ Letter of Award / Contract Agreement

Sr. No.	Category	Pre-Qualification Criteria	Documents required
		<p>Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) in any Central Govt / State Govt / PSU / Public Limited Organizations / Financial Institutions in India.</p> <p>2) Multiple work orders for similar works from the same client will be treated as a single project. In such cases, the cost of the project will be the sum of the value of all such work orders in a project.</p>	
vi.	OEM MAF	Bidder Should provide Manufacturing Authorization Letter from each Proposed OEM	Bidder shall provide MAF letter from OEM.
viii.	Certifications	<p>The Bidder should comply with following certification as on the last date of submission of bid.:</p> <ul style="list-style-type: none"> <li>- ISO 9001:2015 AND</li> <li>- ISO 14001:2015</li> </ul>	Copy of Valid Certificate as on date of bid submission.
ix.	Non-Blacklisting Undertaking	The Bidder/ all members of consortium should not be debarred or blacklisted by Private/PSU/Central Govt /State Govt. or any other organization or agencies in India. The Bidder should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Private/PSU/Central Govt /State Govt. or any other organization or agencies in India.	Self-declaration by the Bidder duly signed by the authorized signatory of the bidder on company letterhead
x.	Type Test Report	The Bidder shall submit all valid type test reports as specified in Technical Specification clause no. 7 <b>“TEST FOR IoT based Remote BMS &amp; BCMS”</b>	Copy of Valid Type Test Reports as on date of bid submission.

**Note:**

1. Any bid failing to meet any of the required above Bidders Pre-Qualification Criteria shall be disqualified
2. A bidder cannot submit more than one bid
3. All certificates requested in the RFP should be valid as on date of bidding

## 5. Scope of Work and Technical Specifications

### 5.1. Scope of Work

The scope of work of this RFP is to Supply, Installation, commissioning of Internet of Things (IoT) based Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) in MSEDCL for 1,000 Nos substations throughout Maharashtra.

Contractual period of the tender will be 12 months from the date of issue of WO/AT.

Bidder has to complete the first lot within 2 months from the date of WO/AT and balance in equated monthly quantities. (1<sup>st</sup> lot should be same as in equated monthly lot)

The Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) comprises of Remote Battery Monitoring and Battery Charger Monitoring System (RMU 2G GSM/GPRS with String Device (SED), Cell Device (CED), Charger Monitoring Unit and Sim Card) and Software Application & Installation. The detail quantity of 1 unit of Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) is as below:

SR. NO.	ITEM	SUB-ITEM	DESCRIPTION	QTY in Nos.
A	B	C	D	E
1	Supply, Installation and Commissioning of Remote Battery Monitoring and Battery Charger Monitoring System	Remote Battery Monitoring and Battery Charger Monitoring System	RMU 2G GSM/GPRS with String Device (SED)	1
			Cell Device (CED)	15
			Charger Monitoring Unit	1
			SIM	1
2	Supply, Installation and Commissioning of Software Application at MSEB Software installation at MSEB cloud/server	Software Application	One time cost up to the period for 10 years (Support up to 4000 Sites)	1

MSEDCL's goal is to provide the IoT-based Remote Battery Monitoring and Charger Monitoring system which continuously monitors the battery bank and battery charger unit and observes various battery alerts occurs in the system. Remote BMS & BCMS monitors parameters like Battery Voltage, Current & Temperature and generates various other parameters that are useful for battery bank running & maintenance in substations on real-time. Bidders has to provide and implement optimization recommendations or technical levels based on their own experience, industry best practices, advent of new technology or other such factors, which helps MSEDCL meet stated goals.

Integration and communication of data from Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) on MSEDCL Cloud server will be provided by MSEDCL IT Section along with further monitoring.

## **5.2. Detailed Scope of Work and Technical Specifications:**

### **5.2.1. General Requirements Internet of Things (IoT) based Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS)**

The Key features of Internet of Things (IoT) based Remote Battery Monitoring System (RBMS) with Battery Charger Monitoring System (BCMS) are as follows

- 1) Remotely monitor 2V battery cells.
- 2) Identify a faulty battery in a battery bank
- 3) State of charge/ depth of discharge.
- 4) Suitable for lead acid batteries and tubular batteries having any AH capacity.
- 5) Temperature sensor for ambient and bank casing temperature measurement.
- 6) Display of date of installation of battery (Warranty information).
- 7) Recording of charging-discharging cycles.
- 8) GSM/ GPRS module integrated for remote transmission of data to the server.
- 9) The system shall be capable to display the string current and shall show the status of battery current (Charging or discharging).
- 10) Web server-based monitoring system shall show the alarm events.

- 11) The web application (front end) will take the data from the server and display it to the user in understandable format.
- 12) In case configurable threshold values reaches the system shall trigger the alerts and notifications to the O&M field personnel through SMS (Up to 5 persons).
- 13) The system shall operate from 20V DC to 60V DC.
- 14) The system shall have in built auto restart feature in case of hangover.
- 15) The IoT Remote BMS & BCMS device shall operate on both GSM and GPRS technologies continuously for 24 hours.
- 16) System shall have internal data storage capacity of 500 records when network is not available.
- 17) System shall have local buzzer alarm for failure of any Cell and for high temperature.
- 18) System shall be capable of monitoring complete charger as below.
  - (a) Input mains failure detection.
  - (b) Input phase failure detection.
  - (c) Input fuses failure detection.
  - (d) Rectifiers fuse failure detection.
  - (e) Filters fuse failure detection.
  - (f) DC over voltage detection.
  - (g) DC under voltage detection.
  - (h) Output fuses failure detection.
  - (i) Charger over-load detection.
  - (j) Alarm supply fuse failure detection.
  - (k) Charger trip detection.
  - (l) Output MCCB tripped detection.
  - (m) AC under voltage detection.
  - (n) Battery low condition detection.
  - (o) AC High voltage detection.
- 19) The system shall have separate test and reset push button.

- 20) Bidder must have to provide all supporting cloud infrastructure to run proposed tools and ensure that all the logs must be stored for the period of minimum 180 days.
- 21) Bidder must provide OEM product premium/enterprise support.
- 22) Bidder must provide patching, upgradation, new version /firmware of product free of cost.
- 23) Bidder shall ensure that MSEDCL's data must reside only in India and should not go outside of India & Cloud must be MEITY empanelled cloud service provider.
- 24) Bidder will be responsible for all types of required to integrate proposed Security tools with MSEDCL cloud where all MSEDCL IT infrastructure hosted. Bidder shall coordinate with MSEDCL MSP for integration to MSEDCL Cloud.
- 25) Proposed Tools should support enterprise deployment and should be highly scalable.
- 26) Bidder should configure the Dashboard for entire MSEDCL Cloud Infrastructure and All product must have own application dashboard.
- 27) Training for all OEM proposed product to 10 nos. of nominated MSEDCL employees.
- 28) Hosted infrastructure must be protected from Cyber security threats.

### 5.2.2. Guarantee Technical Particulars of Remote Battery Monitoring & Battery Charger Monitoring System

Guarantee Technical Particulars of Remote Battery Monitoring & Battery Charger Monitoring System				
Sr. no.	GTP Parameters	To be filled by the Bidder	Compliance (Yes/No)	Reference URL/Document
1	Name of Manufacturer and address	Text		
2	Electronic Primary Microcontroller	Minimum 32 Bit		
3	Electronic Primary Firmware version	VJ-RBMBCM-OCP-MD-V1.1		
4	Electronic Data logging	INTERNAL FLASH		
5	Electronic Min operation voltage	20VDC - AC IN 100VAC		
6	Electronic Max operation voltage	60VDC-260VAC		
7	Input Min voltage for Operation	20VDC , AC IN 100VAC		
8	Input Max voltage for Operation	60VDC, 260VAC		
9	Data transmission Frequency	Minimum – 180 seconds to Maximum 24 hours		
10	System status indicator	LED		
11	Response Time	60 Seconds at the server		
12	Operating Temperature	0°C to 55°C		
13	Operating Humidity	10 to 95 %		
14	Alerts for preventive maintenance	YES		
15	Audible alarm	BUZZER		
16	Short circuit protection for device	YES		
17	Communication	GPRS/GSM/USB-CONF, RS485, wireless, SMS		
18	Input-output wire connections	YES		
19	Designed Life	10YEARS		
20	Warranty	5 YEARS		



**5.2.3. Guarantee Technical Particulars of Cell Device System:**

Guarantee Technical Particulars of Cell Device System				
Sr. no.	GTP Parameters	To be filled by the Bidder	Compliance (Yes/No)	Reference URL/Document
1	Name of Manufacturer and address	Text		
2	Electronic Primary Microcontroller Type	Minimum 32 Bit		
3	Electronic Primary Firmware version	VJ-RBMBCM-OCP-CD-V1.1		
4	Electronic Data logging	INTERNAL FLASH		
5	Electronic Min operation voltage	1.4VDC		
6	Electronic Max operation voltage	3.5VDC		
7	Input Min voltage for Operation	1.4VDC		
8	Input Max voltage for Operation	3.5VDC		
9	Data transmission Frequency	Minimum – 60 seconds		
10	System status indicator	LED		
11	Response Time	60 Seconds at the server		
12	Operating Temperature	0°C to 55°C		
13	Operating Humidity	10 to 95 %		
16	Short circuit protection for device	YES		
17	Communication	wireless		
19	Designed Life	10YEARS		
20	Warranty	5 YEARS		

## 6. General Conditions of Contract

### 6.1. Definitions, Interpretations and Other Terms

- i. **Bid** means the tender process conducted by MSEDCL and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- ii. **Confidential Information** means all information including MSEDCL Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- iii. **Customers** mean all citizens and business organization and users who use the MSEDCL services.
- iv. **Deliverables** means all the activities related to the Cloud and other service provisioning, as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;
- v. **Effective Date** means the date on which the Purchase Order or Letter of Acceptance is issued;
- vi. **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- vii. **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service provider from any Nationalized/Scheduled bank in favor of Maharashtra State Electricity Distribution Co. Ltd. for an amount equivalent to 10% of the total contract value.

- viii. **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this contract;
- ix. **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- x. **Bid Document** means the Request for Proposal and include all clarifications/addendums, explanations and amendments issued by MSEDCL in respect thereof;
- xi. **Services** means the content and services delivered and to be delivered to the customers or the offices of MSEDCL by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- xii. **Users** means MSEDCL staffs or any other MSEDCL officials having access to MSEDCL Application Landscape including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.

## 6.2. Interpretations

1. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
2. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
3. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
4. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;
5. The Schedules to this CA form an integral part of this CA and will be in full force and

effect as though they were expressly set out in the body of this CA;

6. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
7. References to “construction” or “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;
8. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
9. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
10. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
11. MSEDCL may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
12. The agency/individual nominated by MSEDCL can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
13. The agency/individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
14. Such an involvement of and guidance by the agency/person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.

15. The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
- a) This Agreement;
  - b) Scope of Services for the Bidder
  - c) Detail Commercial proposal of the Bidder accepted by MSEDCL
  - d) Clarification & Corrigendum Documents published by MSEDCL subsequent to the Bid Document for this work
  - e) Bid Document of MSEDCL for this work
  - f) Lol issued by MSEDCL to the successful Bidder and
  - g) Successful Bidder "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document.

### **6.3. Contract Period**

- i. The term of this Contract Agreement shall be a period of 72 months (12 months supply and 60 months service) from the date of issuance of Letter of Acceptance/ Purchase Order.
- ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, MSEDCL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.
- iii. The rates under this contract shall be on fixed rate basis.
- iv. MSEDCL reserves the right to extend the term of the Agreement for 1 year after expiry of initial agreement on same terms and conditions.
- v. Stamp duty for contract agreement should be payable by the bidder as per Govt. rules and regulation

#### 6.4. Payment Terms

- a. Payment to be based on the actual usage / consumption of the services and as per the “Unit Costs” under Pricing Summary Sheet.
- b. Payment will only start after successful acceptance and after producing certificate from MSEDCL in that regard.
- c. Payment to be linked to the compliance with the SLA metrics and the actual payment is the payment due to the Service Provider after any SLA related deductions.
- d. Income Tax: The income tax (TDS) will be deducted from the payment / amount credited prevailing rates if applicable

The payment terms have to be structured accordingly to pay only for the resources used by the MSEDCL as indicated below:

#### A. PAYMENT TERMS

##### I. General Instructions

- 1) The bidder shall submit invoice in triplicate along with requisite documents at corporate office.
- 2) The original invoices along with supporting documents for successful commissioning of equipment should be submitted to the Office of G.M. (F&A-SB), MSEDCL, Prakashgad, A.K. Marg, Bandra East, Mumbai-400051.
- 3) The bidder shall submit invoice for complete monthly allotted lot, strictly.
- 4) The penalty calculations will be done on monthly basis.
- 5) Installation, Commissioning and data Integration certificate of equipment provided by bidder will be certified by Superintending Engineer (SE) of concerned Circle and Executive Engineer (EE) of concerned Testing Division along with Zone/Circle IT personal. The concern common store incharge will generate SRN against the aforesaid certificate.
- 6) All the deliverables completed and eligible for payment can be included.
- 7) Payment shall be released on submission of the bill with supporting documents, SRN

and after deducting applicable taxes, penalty and other recoverable.

- 8) Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued at the end of the quarter.
- 9) 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.
- 10) Timely submission of correct invoices is to be ensured by bidder.
- 11) The invoice has to be raised in line with price bid as per scope of work.
- 12) For any dispute of this project related to field issues (e.g. installation, testing, commissioning and integration) bidder 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.
- 13) 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:**

- 1) Bidder is required to carry out installation and commissioning verification along with SE and EE Testing for all S/s equipment/devices/meters provided by bidder. Superintending Engineer (SE) of concerned Circle and Executive Engineer (EE) of concerned Testing Division of the concerned Circle along with Zone/Circle IT personal shall issue Inspection cum Installation, Commissioning and Data Integration certificate before release of 90% payment.
- 2) Balance 10% payment will be released after completion of project (complete installation, commissioning and data integration of allotted quantity of equipment)
- 3) In case any of the bidder's device accuracy is not within prescribed limits the same shall be replaced by the bidder free of cost immediately and during defect period no payment shall be given to bidder for that equipment.

**Invoicing will be done through O&M Circle office based on the Inspection cum Installation, Commissioning Integration certificate.**

**III. Terms of payment:**

- a. The Bidder shall be paid Stage-wise payment (90% & 10%) within 60 days from the date of receipt of SES (Service Entry Sheet) generated by the concerned O&M Circle or SRN generated by Concern store.
- b. However, in respect of only those entities which qualify for 45 days payment period under the Micro, Small and Medium Enterprises Development Act, 2006, Stage-wise payment (90% & 10%) of the Contract price will be paid within 45 days from the date of receipt of SES (Service Entry Sheet) generated by the concerned O&M Circle or SRN generated by Concern store.
- c. In respect of Micro, Small and Medium Enterprises, best efforts will be made for payment within 45 days from date of submission of invoice along with requisite documents. However, no claim for interest will be entertained in case of delay in payment beyond 45 days. The Micro, Small and Medium Enterprises who are ready to accept this payment term may only quote. No dispute in this regard will be entertained. After completion of project, the claims of whatsoever nature lodged after 30 days from the last date of payment will not be entertained.
- d. The payment shall be effected by A/C payee cheques / RTGS. Following documents as required in terms of order, will have to be forwarded to the G.M. (F&A-SB), Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Station Road, Bandra (East), Mumbai - 400 051 along with bills in triplicate to facilitate payment with a copy to The Chief Engineer of respective Zone.
  - (i) Invoice (on the basis of rates accepted as per A/T) issued in accordance with the provisions of GST Invoice Rules.
  - (ii) Inspection and Test Certificate approval.
  - (iii) E Way Bill (If applicable)
  - (iv) Copy of Acceptance letter of Performance Bank Guarantee.
  - (v) Packing list.
  - (vi) Approved Bill of Material.



- (vii) Certificate of having dispatched Operation & Maintenance Manual, copies of Test Certificates and approved drawings / Bill of Material to substation / location wherever applicable.
- (viii) Installation, Commissioning and Data Integration certificate of each equipment provided by bidder signed by Superintending Engineer (SE) of concerned Circle and Executive Engineer (EE) of concerned Testing Division along with Zone/Circle IT personal for 90% bill payment.
- e. 10% payment after completion of project (complete installation, commissioning and data integration of allotted quantity of equipment)
- f. The onetime cost of Software Application and Installation will be paid separately.

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

#### **IV. Penalties and Payment:**

- a. In case the equipment are not delivered/installed/commissioned within the period stipulated in the contract agreement, the supplier shall be liable to pay at the discretion of the competent authority of the Purchaser, the liquidated damages to the Purchaser @ 1% per week or part of week on the value of delayed material / unexecuted quantity plus taxes as applicable, if any on the price subject to a maximum of cumulative ceiling of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or material delayed and also the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time. In addition to above if bidder fails to supply the material within contractual delivery period continuously for 3 months, then the order shall be liable for cancellation.
- b. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the supplier, for which documentary evidence shall be produced to the satisfaction of the competent authority of the Purchaser.

- c. The Purchaser shall be entitled to deduct/recover the amount of liquidated damages from the current bill payable to the supplier or any other amount due or payable to him against this or any other contract.
- d. For computing the liquidated damages for delayed supplies, the date of railway receipt or the date of receipt of materials at substation/location in case of road transport, shall be the date of delivery.

**Notes:**

1. Adherence to timelines is critical for the success of the project.
2. Appropriate penalties will be imposed if work is not done within timeframe
3. No advance payment shall be made for any activity.
4. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
5. MSEDCL will release the payment within 60 days and as per availability of fund position on submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. MSEDCL shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when MSEDCL disputes such invoice or part of it, provided that such dispute is bonafide.
6. No payment made by MSEDCL herein shall be deemed to constitute acceptance by MSEDCL of the system or any service
7. A Project Implementation Committee (PIC) will be constituted which will be responsible for monitor the performance of the Bidder and recommend for the payment.
8. If the Bidder is liable for any penalty/liquidated damages as per the SLA, the same shall be adjusted from monthly payments due to the service provider.
9. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.
10. It is mandatory to have 'Enterprise Support Plan' from OEM for entire contract period. Bidder must submit the proof of the same along with the invoices raised for the billing every time.
11. The selected bidder will have to provide additional resources/services, which are not part of price bid and BoM, as per the publicly available cost of the resources/services after applying discount discovered during price bid evaluation and mentioned in LoA.

## 6.5. Implementation Timelines & Penalties

### Implementation Timelines

Sr. No.	Milestone	Timeline
1	Study of existing Setup and submission of plan of action with OEM	45 days from the date of issuance of AT/WO
2	Supply, Installation, Commissioning and Integration with MSEDCL cloud infrastructure	As per SBD
3	Progress for Installation, Commissioning and Data Integration	In monthly equated lots of allotted quantities.
4	Project Completion (Installation & Commissioning) , Complete Stabilization, User acceptance and Data Integration	Within 12 Months from the issuance of AT/WO

#### 4.7. Service Level Agreements

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Bidder to MSEDCL for the duration of this contract period of the Project.
2. Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
3. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
4. Bidder may submit the suitable justification with regard to SLA violation (if any). Acceptance of justifications and Levy the penalty to the Bidder as per the SLA Penalty schedule will be at discretion of MSEDCL.

**Note:**

- 1) The Bidder has to submit all the reports pertaining to SLA Review process within 7 working days after end of every month.
- 2) All the reports must be made available to MSEDCL, as and when the report is generated or as and when asked by the competent authority.
- 3) In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- 4) It is the right of the MSEDCL to bring/deploy any external resources / agencies at any time for SLA review
- 5) No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
- 6) The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

#### **4.8. Professional Project Management**

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by MSEDCL and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- a) Finalization of the Project plan in consultation with MSEDCL and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, IT Infrastructure Management Plan, etc.
- b) Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- c) Submission of Weekly Project Progress Reports
- d) Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software delivered, SLAs, etc.
- e) Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- f) Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MSEDCL of this Project in an efficient and speedy manner
- g) Bidder shall not use MSEDCL data to provide services for the benefit of any third party, as a service bureau or in any other manner

#### **4.9. Use & Acquisition of Assets during the term**

The Bidder shall:

- a) Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such

Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time

- b) Term “Assets” also refers to all the hardware / Software / furniture / data / documentations/ manuals / or any other material procured, created or utilized by the Bidder or MSEDCL for implementation of IT Infrastructure solution.
- c) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
- d) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Asset
- e) Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner
- f) To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
- g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
- h) Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- i) Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MSEDCL of this Project in an efficient and speedy manner
- j) Bidder shall not use MSEDCL data to provide services for the benefit of any third party, as a service bureau or in any other manner

#### **4.10. Security and safety**

- a) The Bidder will comply with the directions issued from time to time by MSEDCL and the standards related to the security and safety in so far as it applies to the

provision of the Services

- b) Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
- c) Bidder shall also comply with MSEDCL's information technology security and standard policies in force from time to time as applicable. MSEDCL shall share the relevant guidelines and standards to the Bidder upon signing of the CA.
- d) Bidder shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MSEDCL's data, facilities or Confidential Information.
- e) The Bidder shall upon reasonable request by MSEDCL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- f) Bidder shall promptly report in writing to MSEDCL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MSEDCL.

#### **4.11. Performance Bank Guarantee**

The Bidder shall at its own expense, deposit with MSEDCL, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format Annexure 11 of this Bid Document, payable on demand, for the due performance and fulfillment of the contract by the Bidder as per below. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder. The PBG would be valid for a period of minimum 78 months (6 months more over total contractual period i.e. 72 months) from the date of issue to AT/WO. Performance Bank Guarantee will be for an amount equivalent to 10% of contract value for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

The PBG may be discharged/ returned by MSEDCL upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, MSEDCL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MSEDCL under the Contract in the matter, the proceeds of the PBG shall be payable to MSEDCL as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. MSEDCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

MSEDCL shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### **4.12. Indemnity**

The Bidder agrees to indemnify and hold harmless MSEDCL, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

1. Any mis-statement or any breach of any representation or warranty made by the Bidder or
2. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment,



software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of MSEDCL, or

3. Any compensation / claim or proceeding by any third party against MSEDCL arising out of any act, deed or omission by the Bidder or
4. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### **4.13. Third Party Claims**

1. Subject to Sub-clause (2) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
2. The indemnities set out in Sub-clause (1) above shall be subject to the following conditions:
  - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
  - b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party,

give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

- c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. Bidder hereby indemnify and hold indemnified MSEDCL harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

- i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at [Annexure 11](#).
3. Bidder will defend or settle third party claims against MSEDCL solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
4. MSEDCL shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim.  
  
The Bidder will have adequate opportunity to control the response thereto and the defense thereof.
5. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

#### **4.14. Warranties**

1. The Bidder warrants and represents to MSEDCL that:
  - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - b. This Agreement is executed by a duly authorized representative of the Bidder;
  - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

2. In the case of the SLAs, the Bidder warrants and represents to MSEDCL, that:
- a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
  - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
  - d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
  - f. Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.

- h. If the Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MSEDCL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

#### ***4.15. Liquidity Damages***

If desired work is not done within timeframe for every complete week's delay or part thereof, penalty of 1.0% of mentioned in Price bid will be imposed as Liquidated Damages. The max penalty shall be limited to the 10% of Project Cost. The Bidder would be required to provide proper justification for the delay. If MSEDCL feels that the justification provided by the Bidder is not credible, the contract may be terminated.

#### ***4.16. Risk and Cost***

At any time after the placement of this order if the Bidder fails to fulfill the obligations, arising out of this order MSEDCL will have the right to get the work done from any other

bidder for completing the remaining work at Bidder's risk & cost. This will be in addition to above 10 % penalty on unexecuted work will be recovered.

#### **4.17. Force Majeure**

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify MSEDCL, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. MSEDCL, or the consultant / committee appointed by MSEDCL shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MSEDCL in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, MSEDCL and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MSEDCL shall be final and binding on the Bidder.

#### **4.18. *Resolution of Disputes***

MSEDCL and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be in Mumbai, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in Mumbai, India.

#### **4.19. *Limitation of Liability towards MSEDCL***

The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to MSEDCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to MSEDCL on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement.

Bidder's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by MSEDCL for:

- (i) the particular hardware/software; or
- (ii) services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

#### **4.20. *Conflict of Interest***

- a) The Bidder shall disclose to MSEDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold MSEDCL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- b) In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, MSEDCL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, MSEDCL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a



Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, MSEDCL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- c) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- d) The venue of the arbitration proceeding shall be the office of the Chairman of Board, MSEDCL, or such other places as the arbitrator may decide.

#### ***4.21. Data Ownership***

All the data created as the part of the project shall be owned by MSEDCL. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. MSEDCL shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

#### ***4.22. Fraud and Corruption***

MSEDCL requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, MSEDCL defines, for the purpose of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MSEDCL in contract executions.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MSEDCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive MSEDCL of the benefits of free and open competition.
- c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MSEDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- f) If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for MSEDCL for termination of the contract and initiate black-listing of the vendor.

#### **4.23. Exit Management**

##### **i. Exit Management Purpose**

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit

management period ends on the date agreed upon by MSEDCL or Three months after the beginning of the exit management period, whichever is earlier.

**ii. Confidential Information, Security and Data**

Bidder will promptly, on the commencement of the exit management period, supply to MSEDCL or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MSEDCL and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MSEDCL or its nominated agencies, or its replacing vendor (as the case may be).
- d. The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. Bidder will sign a Non-Disclosure Agreement with MSEDCL IT Department.

**iii. Employees**

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MSEDCL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the

extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, MSEDCL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MSEDCL or any Replacing Vendor.

**iv. Rights of Access to Information**

At any time during the exit management period, the Bidder will be obliged to provide an access of information to MSEDCL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for MSEDCL.

**v. Exit Management Plan**

Successful Bidder shall provide MSEDCL with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.

- d) Exit Management Plan shall be presented by the Bidder to and approved by MSEDCL or its nominated agencies.
- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- f) During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

#### **4.24. Termination of contract**

MSEDCL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate/**offload a part of service at the risk**, cost and responsibility of the bidder for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- a) Where MSEDCL is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
- b) Where it comes to MSEDCL's attention that the service provider is in a position of actual conflict of interest with the interests of MSEDCL, in relation to any of services arising out of services provided under the resultant contract or this RFP
- c) If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- d) If the Bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Bidder, MSEDCL shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/default of the Contract, if MSEDCL is of the view that the breach may be rectified.

On failure of the Bidder to rectify such breach within 30 days, MSEDCL may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MSEDCL. In such an event the Bidder shall be liable for penalty imposed by MSEDCL.

In the event of termination of this contract for any reason whatsoever, MSEDCL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MSEDCL and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.

**4.25. *Debarring of Agencies from business dealings with MSEDCL.***

Refer "[POLICY & PROCEDURE FOR DEBARRING OF AGENCY FROM BUSINESS DEALINGS WITH MSEDCL](#)" available on Mahadiscom website ([www.mahadiscom.in](http://www.mahadiscom.in)). All terms and conditions mentioned in Debarring policy shall be applicable to the bidder.

**4.26. *Confidentiality***

- i. Service provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- ii. Additionally, the service provider shall keep confidential all the details and

information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

- iii. MSEDCL shall retain all rights to prevent, stop and if required take the necessary punitive action against the service provider regarding any forbidden disclosure.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a) Information already available in the public domain;
- b) Information which has been developed independently by the service provider
- c) Information which has been received from a third party who had the right to disclose the aforesaid information;
- d) Information which has been disclosed to the public pursuant to a court order.

#### **4.27. Miscellaneous**

##### ***Confidentiality***

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of MSEDCL, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations

formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to MSEDCL whose data is used but also to its stakeholders. The function of MSEDCL requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in MSEDCL and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.



To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- a. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- b. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

#### ***4.28. Standards of Performance***

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions / Acts / Rules

/ Regulations, Standing orders, etc. of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by MSEDCL up on signing of the Contract.

**4.29. Care to be taken while working at MSEDCL Office**

Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and MSEDCL in writing and pay necessary charges towards fixing of the damage.

Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

**4.30. Compliance with Labour regulations**

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MSEDCL project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in MSEDCL and/or Judicial Body. If complaints are received by MSEDCL (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

**4.31. Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit

the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

#### **4.32. Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

#### **4.33. Notices**

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**  
 E-mail- [cemmcmsedcl@gmail.com](mailto:cemmcmsedcl@gmail.com),

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

**4.34. Personnel/Employees**

Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of MSEDCL. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. MSEDCL shall not be responsible for the above issues concerning to personnel of Bidder.

Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. MSEDCL or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that MSEDCL requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by MSEDCL or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements MSEDCL shall have the right to ask Bidder to change the team.

- a. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- b. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of MSEDCL. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with MSEDCL.

- c. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MSEDCL shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- d. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

#### **4.35. Variations & Further Assurance**

- a. No amendment, variation or other change to this Agreement or the SLAs by the Bidder shall be valid unless made in writing & signed by the duly authorized representatives.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

#### **4.36. Severability & Waiver**

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic,

legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

#### **4.37. *Survivability***

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

#### **4.38. *Applicable Law***

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

#### **4.39. *Attachments to the Agreement:***

- i) Scope of Services for the bidder
- ii) Detail Commercial proposal of the Bidder accepted by MSEDCL
- iii) Corrigendum Document published by MSEDCL subsequent to the Bid Document for this work
- iv) Bid Document of MSEDCL for this work
- v) LoA issued by MSEDCL to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

## 7. Annexures & Appendices

### 7.1. Annexure 1: Check-list for the documents to be submitted

Note: A table of content as per the following table must be included in this packet

Sr. no.	Documents required	Submitted (YES/NO)	Page no.
1.	Pre-Qualification Cover Letter Annexure 2		
2.	Declaration for Commercial Bid Format Annexure 3		
3.	Declaration for Technical Bid Format Annexure 4		
4.	Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney certifying him/her as an authorized signatory for the purpose of this bid * Annexure 5		
5.	Authorization Letters from OEMs as per Annexure 6 *		
6.	Citations for Bidders Experience as per Annexure 7		
7.	Non-Disclosure Agreement as per Annexure 8 *		
8.	Integrity Pact as per Annexure 9 *		
9.	Declaration by the Bidder for not being Blacklisted as per Annexure 10*		
10.	Performance Bank Guarantee/Security Deposit Format as per Annexure 11		
11.	Bank Guarantee For Bid Security (EMD) as per Annexure 12*		
12.	NO- DEVIATION FORM * as per Annexure 13		
13.	Certificate from HR for Resource Strength as per Annexure 14		
14.	Certificate of Conformity as per Annexure 15		
15.	Letter of Undertaking for Office in Maharashtra as per Annexure 16		
16.	Undertaking on Legal Compliance as per Annexure 17		
17.	Details of Manpower Resources Proposed* as per Annexure 19		
18.	Technical Bill of Material and Bill of Quantity* as per		
19.	Price Bid * as per Annexure 27 in Price Bid Section		
20.	Brief Summary of the Hardware and Software offered		
21.	Technical Brochures/ Documents/ Manuals from OEM containing the list of functionalities		
22.	Clear articulation and description of the design and technical solution and various components including details of the operating System and other software proposed		
23.	Extent of compliance to the scope of work		

<b>Sr. no.</b>	<b>Documents required</b>	<b>Submitted (YES/NO)</b>	<b>Page no.</b>
<b>24.</b>	Maintenance and support for proposed Solution		
<b>25.</b>	Risk Mitigation Plan*		
<b>26.</b>	Approach and Methodology of management of SLA requirements and articulate how SLA requirements would be adhered.		
<b>27.</b>	Other Documents (as per requirements of the bid)		
<b>28.</b>	Annexure 20 :Format of Contract Agreement *		

\* Non submission of these documents may lead to rejection of Bid.



**7.2. Annexure 2 :Pre-Qualification Cover Letter****Pre-Qualification Cover Letter**

Date: dd/mm/yyyy

To,  
 The Chief Engineer  
 Maharashtra State Electricity Distribution Co. Ltd.  
 Material Management Department,  
 Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,  
 Bandra(E), Mumbai-400051.  
 E-mail- cemmcmstedcl@gmail.com

**Sub:** Selection of Bidder for "*Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)*"

**Ref:** Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned, offer to provide Systems Integrator services to MSEDCL with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre- qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the Sections of this RFP document. We would hold the terms of our proposal valid for 180 number of days from the date of submission of the proposal.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

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Signature of Authorized Signatory (with official  
seal) Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail address :

**7.3. Annexure 3:Declaration for Commercial Bid Format**

Date: dd/mm/yyyy

To,  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**  
**E-mail- cemmcsedcl@gmail.com**

Sub: Selection of Bidder for ***"Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)"***

**Ref:** Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the bidding documents in respect of "Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)" do hereby propose to provide services as specified in the Bid Document referred above.

**1. PRICE AND VALIDITY**

- All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for entire contract duration.
- We hereby confirm that our proposal prices exclude all taxes. Taxes may be paid as applicable.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

**2. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

**3. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction.

**4. PRICE BID**

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

**5. CONTRACT PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our proposal is binding on us and that you are not bound to accept any proposal you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name:

Designation:

Address:

Seal:

Date:

Place:

**7.4. Annexure 4:Declaration for Technical Bid Format**

(Bidder Company letterhead) [Date]

**To,**  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, “Prakashgad” First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai–400051.**  
**E-mail- cemmcmsedcl@gmail.com**

Dear Sir,

**Subject:** Request for “Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)”.

**Ref:** Tender No: <No> Dated <DD/MM/YYYY>

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for providing Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and MSEDCL.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and MSEDCL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to MSEDCL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MSEDCL as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal) Name:

Designation :

Address :

Telephone & Fax :

E-mail address :

**7.5. Annexure 5:Format for Power of Attorney for Signing of Bid****(To be executed on Stamp Paper of appropriate value (min. Rs. 200))****Power of Attorney**

Know all men by these presents, we.....[**name of the firm/company and address of the registered office**] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms, ..... [**name**] son / daughter / wife of....., who is presently employed with us/the bidder as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS). proposed by the Maharashtra State Electricity Distribution Company Ltd. (“MSEDCL”), Mumbai including but not limited to signing and submission of BID, and other documents and writings, participate in conferences/ meetings and providing information/ responses to MSEDCL, representing us in all matters before MSEDCL, signing and execution of all contracts including the contract and undertakings consequent to acceptance of our bid, and generally dealing with MSEDCL in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the contract with MSEDCL.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 20

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/ Company) /Partner in case of Partnership Firms

Witnesses:

- 1.
- 2.

(Notarized)

Person identified by me/ personally appeared before me/ signed before me/ Attested/  
Authenticated\* (\*Notary to specify as applicable)

(Signature, Name and Address of the Notary) Seal of the Notary

Registration Number of the Notary Date: \_\_\_\_\_

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.

**7.6. Annexure 6: Format for Authorization Letters from OEMs**

Date: dd/mm/yyyy

To,  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**  
**E-mail- cemmcmstedcl@gmail.com**

**Sub:** Authorization Letter to M/s. ----- for the participation in the bid for "Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)."

**Ref:** Bid No: <No>      Dated <DD/MM/YYYY>

Sir/Madam,

We \_\_\_\_\_ (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above-mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the IT infrastructure proposed in the RFP are not end-of-the life as well as end-of-sale and we hereby undertake to support this equipment / software for the duration of minimum 5 years from the date of submission of the bid.

Yours Sincerely,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature:

Name :

Designation:

Address :

Company Seal:

**7.7. Annexure 7 : Project Citation Format**

Using the format below, provide information on each reference assignment against pre-qualification and technical evaluation criteria for which your firm/entity was legally contracted.

<b>Assignment /Project name:</b>	<b>Approx. Value of Project /Contract:</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client:</b>	
<b>Contact Person, Title/Designation,</b> <b>Tel. No./Address:</b>	<b>Total No of client end users</b>
<b>Start date (month/year):</b> <b>Completion date</b> <b>(month/year):</b>	
<b>Brief Scope of work &amp; Description of Project:</b>	
<b>Description of Actual Services provided:</b>	
<b>Proof Enclosed: (Work order/Contract Agreement + completion certificate /statements from client):</b>	

**Note:** Each work experience shall be enclosed with work order /contract agreement & completion certificate /work in progress certificate from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria

(To be submitted duly signed by Authorized signatory bidder)

**7.8. Annexure 8 : Non-Disclosure Agreement****(To be executed on Stamp Paper of appropriate value (min. Rs. 200))****(Separate Non-Disclosure agreement with Bidder shall be signed after the award of contract and To be executed on Stamp Paper of appropriate value (min. Rs. 200))**

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year  
 (effective date) by and between MSEDCL ("MSEDCL") and \_\_\_\_\_ designated as Bidders ("Company").

Whereas, MSEDCL and Bidders Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_;

and

Whereas each party desires to disclose to the other party certain information in oral or written form, which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**1. Definitions. As used herein:**

The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with MSEDCL's Information including citizen/users/persons/customers personal or sensitive personal

information as defined under any law for the time being in force shall also be considered Confidential Information

- a) The term, "Owner/Purchaser/Client /Department" shall include the officers, employees, agents, consultants, contractors and representatives of MSEDCL.
  - b) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Bidder , including its applicable affiliates and subsidiary companies.
2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
  - a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
  - c) Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - d) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from MSEDCL or any of the prospective clients of MSEDCL except as necessary, under prior written intimation from MSEDCL, in connection with the Project, and ensure that any such copy is immediately returned to MSEDCL even without express demand from MSEDCL to do so;
  - e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - f) Return to the other party, or destroy, at MSEDCL's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of
  - g) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - h) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between MSEDCL and Company or the nature of services to be provided by the Company to MSEDCL.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

4. Exceptions - These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
  - a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b) After it has become generally available to the public without breach of this Agreement by Company; or
  - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d) Which MSEDCL agrees in writing is free of such restrictions.
  - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to MSEDCL; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by MSEDCL may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, MSEDCL shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify MSEDCL of the actual and liquidated damages which may be demanded by MSEDCL. Moreover, MSEDCL shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the

respective parties are bound.

9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between MSEDCL and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to MSEDCL Competent Authority.
  - a)The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
  - b)The place of arbitration shall be the Mumbai
  - c)The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d)The proceedings of arbitration shall be conducted in English language.
  - e)The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of





**Annexure 9: Format of Integrity Pact**

**To be executed on Stamp Paper of appropriate value (min. Rs. 200)**

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the ----- month of 20---- between Maharashtra State Electricity Distribution Company Ltd. acting through Shri - -----(Name and Designation of the officer) (hereinafter referred to as the "MSEDCL" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. -----

----- (Name of the company) represented by Shri -----, Chief Executive Officer / Authorised signatory (Name and Designation of the officer ) ( hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS THE MSEDCL invites bid for the -----  
-----

----- (Name of the Stores /Equipment / Service, Tender No. & Date) and the Bidder / Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the MSEDCL is Urban Local Body. NOW,

THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the MSEDCL to obtain the desired said stores / equipment/ services/ works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the MSEDCL will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the MSEDCL will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

## **1. COMMITMENTS OF THE MSEDCL**

- 1.1 MSEDCL commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The MSEDCL undertakes that no employee of the MSEDCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 MSEDCL will during tender process treat all bidders with equity and reason. The MSEDCL before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the MSEDCL with full and verifiable facts and the same is prima-facie found to be correct by the MSEDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MSEDCL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MSEDCL the proceedings under the contract would not be stalled.

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MSEDCL, connected directly or indirectly with the bidding process or to any MSEDCL person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MSEDCL or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MSEDCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with

MSEDCL.

- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by MSEDCL as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MSEDCL
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with MSEDCL
- 2.9 The Bidder will promptly inform the Independent External Monitor (of MSEDCL) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in MSEDCL
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from or enter into any monetary dealings directly or indirectly, with any employee of the MSEDCL or his relatives.
- 2.12 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

### **3. PREVIOUS TRANSGRESSION**

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

### **4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the

MSEDCL is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the MSEDCL and MSEDCL shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from MSEDCL in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by MSEDCL along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the MSEDCL resulting from such cancellation / rescission and the MSEDCL shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the MSEDCL to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of MSEDCL to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of MSEDCL to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of MSEDCL for a minimum period of one year for similar scope of services.
- 4.12 Any other action as decided by MSEDCL based on the recommendation by Independent External Monitors (IEMs).

## **5. INDEPENDENT EXTERNAL MONITOR/ MONITORS**

- 5.1 The MSEDCL appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 5.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the MSEDCL.
- 5.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings, provided the Bidder shall not be bound to provide any information pertaining to its project preparation and project learnings, i.e. internal costing for the project, budget estimates, work papers, know-hows,

methodologies.

- 5.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub - contractors.
- 5.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder, with confidentiality.
- 5.6 The MSEDCL will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 5.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform MSEDCL. The IEM can in this regard submit non-binding recommendations. If MSEDCL has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the MSEDCL.
- 5.8 The IEM will submit a written report to the MSEDCL within 8 to 10 weeks from the date of service of intimation MSEDCL. Should the occasion arise, Bidder to submit proposals for correcting problematic situations.
- 5.9 The word "IEM" would include both singular and plural.
- 5.10 Both the parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of MSEDCL in any matter / complain will be the final decision.

## **6. VALIDITY OF THE PACT**

- 6.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto Three years or the complete execution of the contract to the satisfaction of the MSEDCL and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 6.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the MSEDCL.

## **7. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MSEDCL or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **8. MISCELLANEOUS**

- 8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the MSEDCL i.e. Maharashtra State Electricity Distribution Company Ltd., Prakashgad, A.K. marg, Bandra (East), Mumbai-400051 and the actions stipulated in this Integrity

Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

- 8.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 8.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

**9. The Parties hereby sign this Integrity Pact at -----on-----**

	<b>MSEDCL</b>	<b>BIDDER</b>
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----
	<b>WITNESS-1(MSEDCL)</b>	<b>Witness- 1(BIDDER)</b>
	-----	-----
Signature	-----	-----
Name of officer	-----	-----
	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

**7.9. Annexure 10 : Undertaking of Non-Blacklisting****(To be executed on Stamp Paper of appropriate value (min. Rs. 200))**

{Location, Date}

To,  
 The Chief Engineer  
 Maharashtra State Electricity Distribution Co. Ltd.  
 Material Management Department,  
 Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,  
 Bandra(E), Mumbai-400051.  
 E-mail- cemmcsedcl@gmail.com

**Ref No.:**

**Subject:** Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

We confirm that our company << **Name of Company** >> as on date of submission of the proposal for "Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)." has not been blacklisted by the Central Government/ any State Government/ any Government agency/ any PSU entity in India.

In the event of any deviation from the factual information/ declaration, Maharashtra State Electricity Distribution Company Limited, Mumbai reserves the right to reject the bid or terminate the contract without any compensation to the company and forfeiture of earnest money deposit and/or performance bid security, as applicable.

---

(Name of Designation of authorized signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

**7.10. Annexure 11: Performance Bank Guarantee/Security Deposit Format**

(On Non-judicial paper for appropriate value)

(Applicable for Successful Bidder)

**(Validity: 78 months)**

To: Maharashtra State Electricity Distribution Company Limited  
 Represented by  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**  
**E-mail- cemmcsedcl@gmail.com**

Dear Sir,

In consideration of the Maharashtra State Electricity Distribution Company Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) ..... (Constitution)..... (address) .....(hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated ..... and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said contract upto a sum of Rs.(in figures).....Rs(in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution) .....(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in ---- (Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto 42 months (Contract period plus Six month Claim Period) from the date of LOA.
- ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement



of any other security shall have the effect of releasing the Bank from its liability hereunder.

- iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.
- vii. This Bank Guarantee shall be payable at Mumbai

Yours faithfully, (Signature)

NAME & DESIGNATION

NAME OF THE BANK

#### NOTES:

Please note that –

1. The value of non-judicial stamp paper for this Bank Guarantee The stamp paper is to be purchased in the name of Guarantor Bank.
2. The Bank Guarantee should be furnished from any Nationalized Bank/ Scheduled Bank and Payable at Mumbai only.
3. Please state the full and complete postal address of the Bank undertaking the guarantee.
4. In the first instant, the Bank Guarantee should be valid for six months after the completion of contract.
5. The Stamp Duty payable for the contract shall be borne by Bidder. The Stamp Duty Shall be payable as per latest government rates.

**7.11. Annexure 12: Bank Guarantee for Bid Security (EMD)****To: Maharashtra State Electricity Distribution Company Limited**

Represented by

**The Chief Engineer****Maharashtra State Electricity Distribution Co. Ltd.****Material Management Department,****Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,****Bandra(E), Mumbai-400051.**

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Tender No. \_\_\_\_\_, dated \_\_\_\_\_ for ***Request for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) of Maharashtra State Electricity Distribution Company Limited***, including guarantee (defects liability) period, (hereinafter called "the **Contract**");

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor such a Bank Guarantee;

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], and we undertake to pay you, through our branch office at \_\_\_\_\_ [Address of branch office at Mumbai, Maharashtra], upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The Bid Security shall remain valid for a period of 180 days beyond the original validity period of the bid, and beyond any extension period subsequently requested.

The bid security may be forfeited:

- a) if the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or
- (b) if the bidder does not accept the correction of its bid price, or
- (c) if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices in competing for the contract; or
- (d) in the case of a successful bidder, if it fails within the specified time limit to:
  - (i) sign the Contract Agreement, or

(ii) furnish the required contract performance security (if required)

Yours truly,

Signature and seal of the Guarantor:

Name of Bank/Financial Institution:

Address:

Date:

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**MSEDCL Bank Details :**

NAME : M S E D C L

BANK : BANK OF MAHARASHTRA

BRANCH : FORT - MUMBAI 400001

ACCOUNT NO : 20045003931

IFSC CODE: MAHB0000002

**7.12. Annexure 13 : NO DEVIATION FORM**

**(Mandatory: Bids without No Deviation Certificate will be liable for rejection)**

**Tender Name:** \_\_\_\_\_

**Tender No. :** \_\_\_\_\_

**CERTIFICATE FOR NO DEVIATION**

We, (Bidder's Name), hereby certify that there is no technical or commercial deviation from the Conditions mentioned in Tender Document and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

Authorized Signatory with seal

Date :

Place :

**7.13. Annexure 14 : Certificate from HR for Resource Strength**

(To be submitted on Letter of bidder)

To,  
The Chief Engineer  
Maharashtra State Electricity Distribution Co. Ltd.  
Material Management Department,  
Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,  
Bandra(E), Mumbai-400051.

**Subject:** HR Certificate of resource strength for Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

Ref No:

Sir,

This is to certify that our organization has strength of at least \_\_\_\_\_ IT professionals (data center /networking /system administration / cloud service professionals / cloud security experts) on our payroll as on date of submission of bid.

At least\_\_\_\_of these professionals have experience (of minimum 5 years) in Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) etc.

For and on behalf of:

Name :

Designation:

Common Seal:

Date:

HR Signature with organization Stamp & HR Name:

**7.14. Annexure 15 : Certificate of Conformity**

{Location, Date}

To,  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**

**Ref No:**

**Subject:** Tender for Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

This is to certify that, the specifications of applications and service which I have mentioned in the technical bid, and which I shall supply if I am awarded with work, are in conformity with specification and requirement mentioned in the RFP document for Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS). I also certify that the price I have quoted in financial proposal format is inclusive of all the cost factors involved (inclusive of all taxes & GST) in the execution of the project, to meet the desired standards set out in the RFP document.

---

(Name of Designation of authorized signatory of Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

**7.15. Annexure 16 : Letter of Undertaking for Office in Maharashtra**

< (To be submitted on the Letter of bidder ) >

To,  
**The Chief Engineer**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Material Management Department,**  
**Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,**  
**Bandra(E), Mumbai-400051.**

**Subject :** Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS)..

**Ref No:**

Sir,

We \_\_\_\_\_, (name of the Bidder ) who are an established, having offices at \_\_\_\_\_(addresses of the Bidder) do hereby undertake to establish a fully functioning office within the jurisdiction of State of Maharashtra within 15 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra State Electricity Distribution Company Limited, Mumbai.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra State Electricity Distribution Company Limited, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD), and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing) available to Maharashtra State Electricity Distribution Company Limited, Mumbai

Yours Sincerely,

For and on behalf of

M/s \_\_\_\_\_

(Name of the Managed Service Provider) Signature:

Name of Authorized: Signatory:

Date:

Place:

**7.16. Annexure 17 : Undertaking on Legal Compliance**

(To be submitted on Letter of bidder)

To,  
The Chief Engineer  
Maharashtra State Electricity Distribution Co. Ltd.  
Material Management Department,  
Plot No. G-9, "Prakashgad" First floor, Prof. A. K. Marg,  
Bandra(E), Mumbai-400051.

**Subject : Undertaking on Legal Compliance for** Request for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).

**Ref No:**

Sir,

We do hereby comply to the IT act 2000 (including 43A) and amendments thereof, meet ever evolving security guidelines specified by CERT-In, and meet the security requirement published (or to be published) by MeitY or any standard body setup / recognized by Government of India from time to time and notified to the by MeitY as a mandatory standard.

We confirm that data of all the service to be provided under scope of work of this RFP will be guaranteed to reside in India and there shall not be any legal frameworks outside Indian Law that will be applicable to the operation of the service (and therefore the information contained within it).

Signature of Authorized Signatory:

Name & Designation of Authorized

Signatory:

Place:

Date:



**7.17. Annexure 18 : Template for Pre-Bid queries**

Bidders shall all Pre-Bid queries in excel in the following format.

Sr. No.	Page No.	Section (Name & No.)	Statement as per RFP	Query by Bidder	Justification for query (if any)

**Note:**

- a) MSEDCL will organize a pre-bid conference at the time and place indicated in BDS. Bidders are requested to submit the queries in writing as per the above format. Any modifications to the Bidding document, which may become necessary as a result of pre-bid conference shall be made by MSEDCL exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.
- b) Any requests for clarifications received after the expiry of the date and time mentioned in the Bid Data Sheet may not be entertained by MSEDCL.  
Pre-Bid queries should be sent on or before 06.01.2025 on [cemmcmedcl@gmail.com](mailto:cemmcmedcl@gmail.com) only. Other mode of communications shall not be accepted.
- c) MSEDCL is not bound to reply all the queries.
- d) Replies of Pre-Bid Queries shall be published on MSEDCL eTender website.
- e) It is requested to provide Clear query with Justification

Signature:

Name of the Authorized

signatory: Company seal:

Date and Stamped

**7.18. Annexure 19 : Details of Manpower Resources Proposed**

<b>Sr. No.</b>	<b>Name of the Resource</b>	<b>Proposed Role</b>	<b>Highest Qualification</b>	<b>Total Experience (in years)</b>	<b>Total Relevant Experience for the proposed position (in years)</b>

### 7.19. Annexure 20: Form of Contract Agreement

**This Agreement** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Maharashtra State Electricity Distribution Company Limited, Represented by the **Chief Engineer(Material Management Dept.)**, Maharashtra State Electricity Distribution Co. Ltd., “Prakashgad”, First Floor, ,Bandra (East), Mumbai 400051, India (hereinafter called "the **Employer**") of the one part and **[Name of the Bidder & Address]**(hereinafter jointly called "the Contractor") of the other part.

**Whereas** the Employer desires that the Works for Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS).” at Maharashtra State Electricity Distribution Company Limited, including a three year guarantee (defects liability) period and two year annual maintenance contract, under bid package under bid package number\_\_\_\_, **Tender No. \_\_** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**The Employer and the Contractor agree as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to

2. The following documents shall be deemed to form as Contract Documents and shall be read and construed as part of this Agreement:

- (a) The Letter of Award no. \_\_\_\_\_.
- (b) Bid Documents comprising of
  - Section A: Introduction
  - Section B: Qualification Criteria
  - Section C: Scope of Work
  - Section D: Detail Technical Specification
  - Section E: Deliverable and Service Level Agreements
  - Section F: Bid Process
  - Section G: General Conditions of Contract
  - Section H: Annexures
- (c) The Addendum Nos. \_\_\_\_\_.
- (d) Contractor’s Bid dated \_\_\_\_\_
- (g) The Completed Schedules, of Contractor’s Bid
- (h) The Contractor's Proposal.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the work, remedy any defects therein in all respects with the provisions of the Contract.

4. **Contract Price:** The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the work, the remedying of defects therein and guarantee performance, the amount of **Rs. \_\_\_\_\_ Lakhs (Rs. [In word] Lakhs)** 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.

5. **Contract Commencement and Completion Schedule:** The Contract commencement date shall be \_\_\_\_\_, **2025** i.e. the date of issue of Letter Of Award (LOA) by the Employer. The delivery period shall be

of **Twelve (12)** months from the date of issue of LOA by the Employer i.e. \_\_\_\_\_, **2025**. The time stipulated for completion of work shall be the essence of the contract. The contractor shall so organize his resources and perform and complete the work of supply/ development, installation, implementation and integration of Request for Proposal for Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) in accordance with the time schedule specified in the Agreed and Finalized Project Plan within the aforesaid period mentioned in the tender. The defect liability period will be for a period of **Seventy Two (72)** months and shall begin from the date of LOA

**6. Scope of Work:** It will be as per RFP and as defined in the Contract Documents.

**7. Terms of Payment:**

The Terms of payment applicable to the Contract shall be as mentioned in RFP

Proof of completion report should be attached along with the Invoice raised as per the work contract and certification by the MSDDL.

Note :- The detailed procedure to be followed for preparation of invoices and processing of invoices is given in Tender Conditions.

**8. Taxes & Duties :-**

TDS towards Income Tax will be deducted from the payment of Contract value as per rate applicable. The contract price includes all Taxes & Duties, which will be reimbursed to the Contractor at actual as per rate stipulated in Contract Document. As regards the GST, the procedure stipulated in Contract Documents shall be applicable.

**9. Performance Guarantee:**

The Performance Guarantee shall be for a period of **minimum 78 months** (6 months more over total contractual period i.e. 72 Months) from the date of issue to AT/WO. This Performance Guarantee (PG) will extend to all components of the solution including software, ATS and implementation services.

**10. Governing Law:**

This Agreement has been executed and delivered in India and its interpretation, validity and performance shall be construed and enforced in accordance with the Laws of India and also the laws applicable to the State of Maharashtra. Any disputes arising out of compliance/noncompliance of this Agreement shall be dealt exclusively under the jurisdiction of court at Mumbai.

**11. Claim, disputes and its settlement:**

Any dispute or claim arising out of this Agreement shall be dealt with as per the procedure Stipulated in Tender Document.

**12. Notices:**

All notices to be given under this Agreement shall be in writing and in English language. A Notice shall be effective when delivered or on the notice effective date whichever is later.

**13. All other terms and conditions shall be applicable as stipulated in Contract Documents.**

**14. Arbitration:**

(a) All disputes or differences between the parties under or in connection with this Agreement or any breach thereof shall be sought to be referred to the Chief General Manager(IT).

b) If such differences or disputes as between the parties cannot be settled through Chief General Manager (IT) within 180 days of such disputes, they shall be settled by arbitration as per the procedure stipulated in Tender document. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification thereof from time to time.

(c) The language of the arbitration shall be English and the place of arbitration shall be Mumbai.

(d) Notwithstanding the existence of any dispute referred to arbitration, the parties shall continue to perform their obligations under this Agreement.

**15. Severability:**

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, the other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby are not affected, in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforceable, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible, to the extent that the transactions contemplated hereby can be fulfilled to the extent possible.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signature of authorized representative of the Contractor

Signature of Employer

SEAL

SEAL

In the presence of (Joint Partner):

In the presence of:

Name \_\_\_\_\_

Name

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Address

\_\_\_\_\_

**7.20. Annexure 21: PRICE BID****Note - Price bid to be filled separately on e-tendering website**

<b>Supply and Installation of Internet of Things (IoT) based Remote Battery Monitoring System (BMS) with Battery Charger Monitoring System (BCMS) in MSEDCL</b>									
<b>SR. NO</b>	<b>ITEM</b>	<b>SUB-ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Cost (per unit) in INR</b>	<b>GST in INR</b>	<b>Cost (per unit including GST) in INR</b>	<b>Total Cost (including GST) in INR</b>	<b>REMARKS</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
1	Supply, Installation and Commissioning of Remote Battery Monitoring and Battery Charger Monitoring System	Remote Battery Monitoring and Battery Charger Monitoring System	RMU 2G GSM/GPRS with String Device (SED)	1	Quote collective price				Including GST
			Cell Device (CED)	15					
			Charger Monitoring Unit	1					
			SIM	1					At actuals to be paid by MSEDCL
2	Supply, Installation and Commissioning of Software Application at MSEB cloud/server	Software Application	One time cost up to the period for 10 years	1	Quote price				Support up to 4000 sites

**Note:**

- 1 All prices are inclusive of cloud Infrastructure required for deployment of tools mentioned in price bid
- 2 All the Quantity are indicative, bidder need to analyses the requirement and proposed quantity to meet all license requirement and integrate all the MSEDCL cloud infra security.
- 3 All the prices are to be entered in Indian Rupees only and should be quoted for entire Contract Period.
- 4 There shall be no upward revision the item wise cost.
- 5 Bidder should quote the applicable rate of GST, any exemption or concession available to the bidder same need to be passed on to the MSEDCL. Further the bidder should confirm the most beneficial rate of taxes & accordingly quote the price bid.
- 6 Payment will be done as per payment milestone and after producing certificate from MSEDCL in that regard.
- 7 No condition should be inserted in the bid. Subjective bids will be disqualified.

- 8 No line item should be deleted. MSEDCL reserves the right to disqualify the bidder if any line item is deleted from price bid.
- 9 Additional line items can be added by the Bidder, if, as per the understanding of the bidder, it is required for full fill the scope of work or MSEDCL requirements. However, it should be noted that overall cost will be considered for determining Successful Bidder.
- 10 The Bidder needs to account for all Out of Pocket expenses due to Traveling, Boarding, Lodging and other related items.
- 11 Prices indicated under unit cost shall be exclusive of all taxes, Levies, duties etc. During the payment stage, MSEDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- 12 Bidder should not leave any field blank. If any field is left blank or put Zero (0) against it, then it is assumed that for the services offered against that component is free of cost and no financial implications applies to it.
- 13 All items to be quoted considering entire landscape (Enterprise wide) requirements.
- 14 The bidder must share per unit pricing for each of the components listed.
- 15 Lump sum cost should be given in the price bid wherever required. Detailed item wise break should be give in separate Non-Price Bill of Material Sheet (similar to Price Bid format). Also, for rate purpose, detailed sub item-wise cost-wise breakup of particular item can also be given in the price bid below foot note. Total of breakup cost should match with the price bid item. The break up cost should not be included in the total.
- 16 MSEDCL reserves the right to modify the quantities of individual items as per quantity variation clause mentioned in tender.
- 17 It is to be ensured the total/formulas (incl for additional line items) are correct. Bidder will be responsible for any mistake in total /formulae.
- 18 Any addition or deletion or modifications to price bid format will be liable for rejection.
- 19 In case of Password protected price bid uploaded it will be liable for rejection
- 20 Price validity of all components and services as quoted above shall be valid for minimum 4 years after issue of LOA

Authorized Signature

Name  
Designation  
Company Name  
Location

**7.21. Annexure 23: Policy & Procedure For Debarring Of Agency**

Available on Mahadiscom website ([www.mahadiscom.in](http://www.mahadiscom.in))



## Annexure 'B'(Price Schedule)

Sr.No	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWorks including packaging charges but excluding duties & taxes etc (In Rupees )	Freight Charges Per Unit (In Rupees )	Transit Insurance Charge s Per Unit (In Rupees )	Integrated GST for outside State Transaction on (Ex- Works Price+Freight Charges + Transit Insurance Charges )(In Rupees)	Central GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges )(In Rupees)	State GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
1	53999116079	IoT based Remote Battery monitoring and battery charger monitoring system	NO	1000	90328990								
2	53226332819	Supply, Installation & Commissioning of Software Application for Battery and Battery	NO	1	85068090								

## Annexure 'B'(Price Schedule)

Sr.No	Item Code	Material Description	Unit	Quantity Required	HSN	Quantity Offered	Unit ExWorks including packaging charges but excluding duties & taxes etc (In Rupees )	Freight Charges Per Unit (In Rupees )	Transit Insurance Charge s Per Unit (In Rupees )	Integrated GST for outside State Transaction on (Ex- Works Price+Freight Charges + Transit Insurance Charges )(In Rupees)	Central GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges )(In Rupees)	State GST for within State Transaction on (Ex- Works Price + Freight Charges + Transit Insurance Charges)(In Rupees)	Free Door Delivery Price Per Unit by Road upto Destination/Stores/Sub Station (In Rupees)
1	2	3	4	5	6	7	8	9	10	11	12	13	14=(8+9+10+11+12+13)
Charger Monitoring System													

## Delivery Details

[Delivery must in the units specified for the items as per Price Schedule]

First lot of \_\_\_\_ in assorted sizes will be delivered within 2 Months from the date of LOA Award. After this period supply will be completed at the rate of \_\_\_\_ in assorted sized per month

## Confirmation Details

We Confirm The Following :

I) Goods and Services Tax(GST) i.e Integrated GST / (Central GST+ State GST):

The GST is included in our prices quoted in price bid (Central GST+ State GST) for within Maharashtra State/Integrated GST for outside State and we shall not charge any additional amount towards Integrated GST / (Central GST+ State GST), during currency of contract except statutory variation by Central / State Government in normal (full) rate of Integrated GST / (Central GST+ State GST), in case of Integrated GST / (Central GST+ State GST) Rate is increased. In case the Integrated GST / (Central GST+ State GST) is decreased than the rate indicated in the price bid, the benefits of the reduction in the Integrated GST / (Central GST+ State GST) shall be passed on to the Purchaser. The increase in the Integrated GST / (Central GST+ State GST) rate due to increase in turnover during the contractual delivery period shall not be charged to the Purchaser. If the Integrated GST / (Central GST+ State GST) is not payable at present, we shall not charge the same, if it becomes applicable during the currency of contract due to expiry / withdrawal of tax concessions and incentives during the currency of contract except for statutory variation by Central / State Government.

(i) Necessary documentary evidence for the GST claimed by us shall be submitted along with the bills.

(ii) We here by declare that while quoting the price in the Price Bid, we have taken into account the entire credit on inputs available under the GST Act.

Technical Specification Item: IoT based Remote Battery monitoring and battery charger monitoring system



Maharashtra State Electricity Distribution Company Limited

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SPECIFICATION NO.MMC: MSC/DB/01 /2018

TECHNICAL SPECIFICATION

For

IoT based Remote Battery monitoring and battery  
charger monitoring system

For

DISTRIBUTION SYSTEM

IN

MSEDCL

**Technical Specification of  
Remote Battery Monitoring System (BMS) and Battery Charger Monitoring System (BCMS)**

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**TECHNICAL SPECIFICATION OF  
REMOTE BATTERY MONITORING SYSTEM (BMS)  
AND  
BATTERY CHARGER MONITORING SYSTEM (BCMS)  
FOR  
MSEDCL**

**Technical Specification of  
Remote Battery Monitoring System (BMS) and Battery Charger Monitoring System (BCMS)**

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**Technical Specification of  
Remote Battery Monitoring System (BMS) and Battery Charger Monitoring System (BCMS)**

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## **1. INTRODUCTION TO REMOTE BMS & BCMS (REMOTE BATTERY MONITORING AND BATTERY CHARGER MONITORING SYSTEM)**

In any Substation Battery Chargers and Battery banks play an important role. A substation battery ensures all the protection systems in a substation continue to operate in the event of a power outage. An absence of an electrical supply could result in damage to equipment and personnel. Battery rooms are provided for backup and uninterruptible power supplies (UPS) for protection control functions. Batteries play a crucial role in providing DC power to switchgear equipment during outages, ensuring uninterrupted operation and protecting critical equipments. (Usually provided at or near the facility control room or electrical switchgear facilities). The essential justification behind utilizing a DC power supply in the control circuit is to provide a continuous power supply to the control hardware.

MSEDCL is serving power supply to consumers across the state. Power supply has been provided to various consumers up to their premises through Sub Stations and subsequently feeders emanating from them. Sub Station plays vital role in supplying electricity to the consumers. Sub Station comprises of various costly equipment's like Isolators, CT & PT unit, Circuit Breakers, Power Transformers, Protection System, Relay etc. During the fault condition, all these equipment's should be prevented from damage due to heavy current flowing through them. Protection System should operate within desirable time period to isolate the equipment's during fault condition so that equipment can be saved from damage as well as prevents accidents and saves men's / employees / workers life. In order to operate Protection System within desirable time period, reliable DC supply must be available in the Sub Station. DC supply is provided by battery system in the Sub Station. In order to have healthiness of battery supply, it is necessary to monitor all the parameters of the battery system along with battery charger. Hence Battery as well as Battery Charger monitoring system is important in the sub Station.

A substation contains several control circuits that are kept in the "ON" state to operate switch gears, circuit breakers, isolators, and transfers.

It is necessary to charge the battery so as to provide a DC source for the substation control

**Technical Specification of  
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and protection circuits. A substation battery charger typically includes a float charging and a boost charging. The float charging maintains the battery voltage level and the boost charging charges the battery after a prolonged power failure (Fast Charging).

The IoT-based Remote Battery Monitoring and Charger Monitoring system continuously monitors the battery bank and battery charger unit and observes various battery alerts occurs in the system. Remote BMS & BCMS monitors parameters like Battery Voltage, Current & Temperature and generates various other parameters that are useful for battery bank running & maintenance in substations on real-time.

Unlike the regular BMS, it communicates wirelessly. There is a device called “Cell Device” installed at each Cell which measures the Voltage & Temperature of the individual Cell and communicates wirelessly to the Aggregator. “IoT base Remote Battery Monitoring System (RBMS) and Battery Charger Monitoring System (BCMS) Unit” is a unit that shall be installed at the Bank level and measures the bank voltage, bank current & temperature nearby and collects the data from the Cell Devices.

In addition to the above features, Battery Charger status monitoring has also been added. Battery Charger status information will also be monitored continuously. Collectively all the data will be transferred to the Server (cloud/ data center) via Remote IoT base Remote Battery Monitoring System (RBMS) and Battery Charger Monitoring System (BCMS) Unit.

The RBM & BCM system needs to identify the fault condition in battery and battery charger installed in the substation and trigger SMS to the predefined numbers proactively. At the same time, the software (Web application - Front end) will take the data from the server and display it to user in understandable format.

## **2. SERVICE CONDITIONS:**

Equipment to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions.



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Maximum Operating temperature	: 55°C
Minimum Temperature (Degree C)	: 0°C
Relative Humidity	: 10 to 95 %
Maximum Annual Rain fall (mm)	: 1450
Maximum wind pressure (kg/sq.m)	: 150
Maximum altitude above mean sea level (M)	: 1000
Seismic level (Horizontal Acceleration)	: 0.3 g
Moderately hot and humid tropical climate conducive to rust and fungus Growth.	

### 3. SYSTEM PARTICULARS:

AC supply - 230V, Single Phase Power supply.

AC supply - Voltage variation  $\pm 10\%$ .  
- Frequency variation  $\pm 5\%$ .

DC Supply - 30V.

DC supply - Voltage variation  $\pm 10\%$ .

### 4. STANDARDS:

The equipment shall conform to latest applicable Indian standard or equivalent IEC, EN standards and in particular to the following standard.

Sr. no.	Standard No.	Title
1	EN 60068-2-1	Cold Test.
2	IS 9000 (Part V Sec-12)-1981 (EN 60068-2-30)	Damp heat test. (Temperature/ Humidity damp heat cycling)
3	IS 9000 (Part III Sec 15) - 1977	Dry heat test.
4	IEC 61000-4-2 - 2008	Electrostatic discharge test.
5	IEC 61000-4-4 - 2012	Electrical fast transient/burst immunity test.

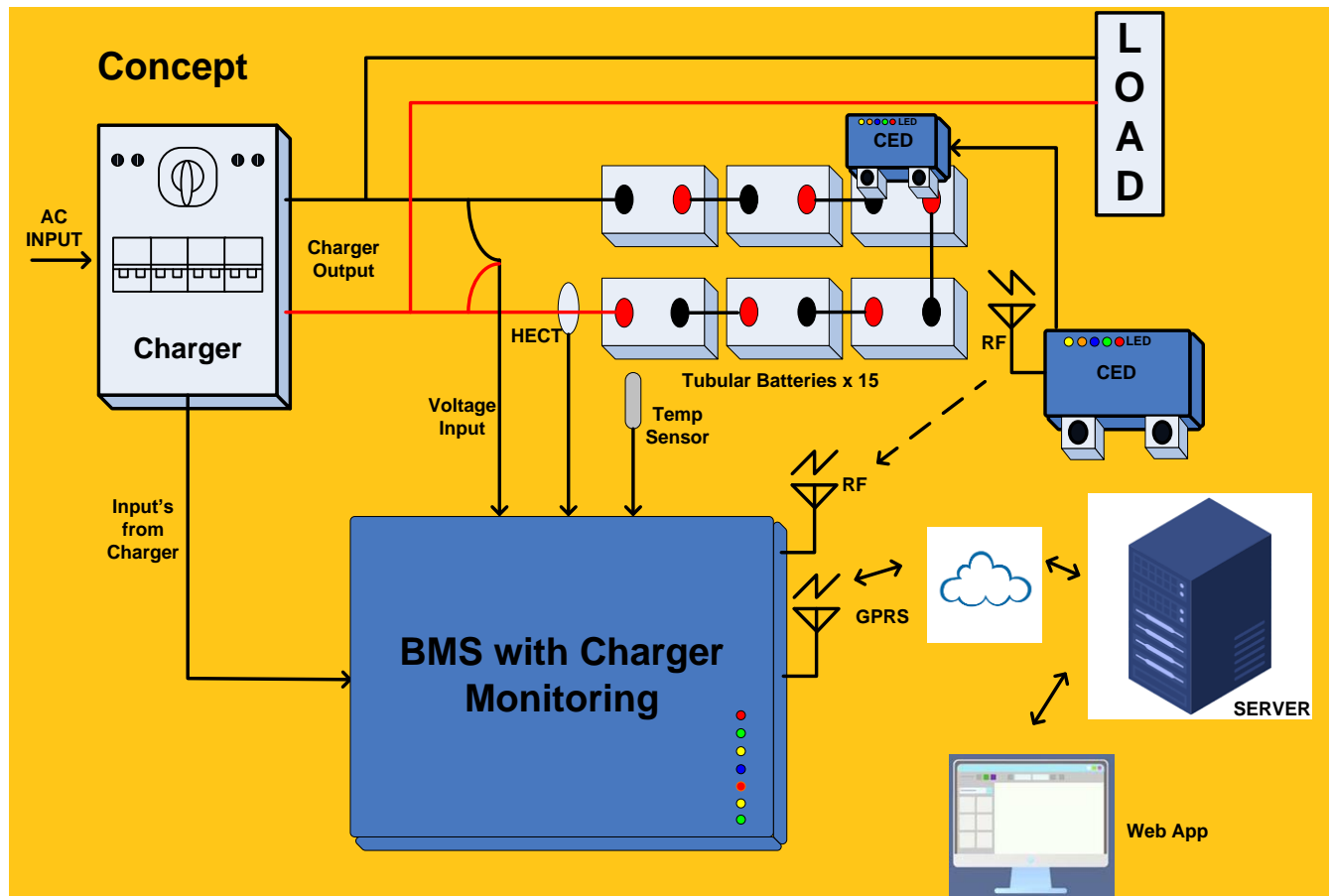
**Technical Specification of  
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6	IEC 61000-4-5 - 2014	Surges immunity test.
7	IEC 61000-4-3 - 2010	Radiofrequency electromagnetic field immunity test.
8	IEC 60529 - 2019 (IP52)	Ingress protection test (IP).
9	EN 60068 2-14 - 2023	Change in temperature test.

The tenderer shall clearly state the applicable standard for offered item.

## 5. GENERAL TECHNICAL REQUIREMENTS:

### a. SOLUTION ARCHITECTURE:



### b. FEATURES:

- Remotely monitor 2V battery cells.
- Identify a faulty battery in a battery bank
- State of charge/ depth of discharge.

**Technical Specification of  
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- Suitable for lead acid batteries and tubular batteries having any AH capacity.
- Temperature sensor for ambient and bank casing temperature measurement.
- Display of date of installation of battery (Warranty information).
- Recording of charging-discharging cycles.
- GSM/ GPRS module integrated for remote transmission of data to the server.
- The system shall be capable to display the string current and shall show the status of battery current (Charging or discharging).
- Web server-based monitoring system shall show the alarm events.
- The web application (front end) will take the data from the server and display it to the user in understandable format.
- In case configurable threshold values reaches the system shall trigger the alerts and notifications to the O&M field personnel through SMS (Up to 5 persons).
- The system shall operate from 20V DC to 60V DC.
- The system shall have in built auto restart feature in case of hangover.
- The IoT Remote BMS & BCMS device shall operate on both GSM and GPRS technologies continuously for 24 hours.
- System shall have internal data storage capacity of 500 records when network is not available.
- System shall have local buzzer alarm for failure of any Cell and for high temperature.
- System shall be capable of monitoring complete charger as below.
  - Input mains failure detection.
  - Input phase failure detection.
  - Input fuses failure detection.
  - Rectifiers fuse failure detection.
  - Filters fuse failure detection.
  - DC over voltage detection.
  - DC under voltage detection.
  - Output fuses failure detection.
  - Charger over-load detection.
  - Alarm supply fuse failure detection.

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- Charger trip detection.
- Output MCCB tripped detection.
- AC under voltage detection.
- Battery low condition detection.
- AC High voltage detection.
- The system shall have separate test and reset push button.

**c. PARAMETERS:**

- ⇒ The Remote BMS & BCMS is a Combination of Software and Hardware and provides different measuring parameters like,
- String Voltage.
  - String Current.
  - Ambient temperature.
- ⇒ From the above parameters, the system calculates battery healthiness parameters like,
- State of charge.
  - Depth of discharge.
  - Charge parameters,
    - Charge run hours.
    - Charge AH.
    - Average charge current.
    - Peak charge current.
  - Discharge parameter,
    - Discharge run hours.
    - Discharge AH.
    - Average Discharge current.
    - Peak Discharge current.
  - Cumulative parameters,
    - AH-IN.
    - AH-OUT.
    - Charge energy.

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- Discharge energy.
- Battery Run hours.
- ⇒ Individual Battery (Cell) Parameters,
  - Battery (Cell) Voltage,
  - Battery (Cell) Terminal Temperature.
- ⇒ Battery charger parameters,
  - Input AC voltage.
  - Input AC Current.
  - Power factor.
  - Frequency.

**d. ALERTS:**

- String level,
  - High string voltage.
  - Low string voltage.
  - High string current.
  - High ambient temperature.
- Cell level,
  - High cell voltage.
  - Low cell voltage.
  - High cell temperature.

**e. LED INDICATIONS**

- AC Input ON.
- DC Output ON.
- Battery float charging status ON/OFF.
- Battery boost charging status ON/OFF.

**f. WEB-APPLICATION**

- Dashboard view.
- Real-time view.

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- Configuration details,
  - Battery installation time.
  - Battery capacity.
  - Cell voltage.
  - Location details.

**g. REPORTS:**

- Historical reports.
- Day-wise reports.
- Month-wise reports.
- All the reports can be downloadable (excel)

**6. GENERAL TECHNICAL PARTICULARS:**

The particulars of the equipment given in Schedule 'A' are attached. The offers without the details in Schedule 'A' stand rejected.

**Remote BM & BCMS Specifications:**

**a. Device specifications:**

- Operating Voltage : 20V DC to 60V DC.
- Operating Temperature : 0 to 55°C.
- Operating current : 100mA (Avg.).
- Storage temperature : -20°C to +75°C.
- Measuring Voltage : 0 to 600v DC.
- Measuring Current : 0 to 1000 A.
- Measuring Temperature: 0 to 125 °c (external Sensor).
- Power source : Battery Bank.
- Protocol : TCP/IP.
- Communication : RS485, wireless, SMS.

**b. IoT Specification:**

- Make/Model : Open CPU:32 Bit ARM7.

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- RAM : 4MB.
- Flash : 4MB.
- OS : Embedded Windows.
- Operating Temperature : -0°C to +55°C.
- Storage Temperature : -20°C to +55°C .
- Interfaces : I2C, ADC, SPI, UART.

**c. Hall Effect Sensor:**

- Operating Voltage : 5 VDC.
- Out Put Voltage : 1.5 V to 3.5 V DC.
- Current Rating : 100/ 200/300Amps.
- Operating Principle : Electro Magnetic Induction.

**d. Cell Device:**

- Operating Voltage : 1.4 to 3.5 v DC.
- operating current : 40 mA (Max).
- Operating Temperature : 0 to 55 °c (on board measurement).
- Measuring Voltage : 1.5 to 3V DC.
- Power Source : Battery/Cell.
- Communication : RF, 2.4 GHZ /Sub GHz.

**e. Voltage measurement:**

- Input Voltage : 0 to 600V DC.
- Out Put Voltage : 0 to 1 VDC.

**f. Temperature Measurement:**

- Measuring Temperature: 0 to 125 °c.
- Operating Principle : RTD Method.
- Cable : 3 core Teflon - Teflon coated, 1meter length.

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**g. AC-Energy Meter:**

- Operating Voltage : **110V-230V AC**
- Measuring Voltage : **110V AC to 275V AC**
- Measuring Current : **0 to 40 Amps.**
- CT Rating : **60 Amps.**
- CT Type : **External, circular type 40 mm Dia.**

**h. Buzzer:**

- Function : **Battery Bank/ Cell fail indication at site.**
- Operating Voltage : **5V-12V DC.**
- Measuring Range : **95 DB / More.**
- Operating current : **20 mA**
- Cable : **2 core 0.5 sq. mm. 50 cm length.**

**i. Environmental Specification:**

- - Maximum Storage Temperature : **+75° C**
- - Minimum Storage Temperature : **-20° C**
- - Maximum operating Temperature : **+55° C**
- - Minimum operating Temperature : **0° C**
- - Maximum Relative Humidity : **10% ~ 95%**

**j. Mechanical Specification:**

The Mechanical Specifications of the BMS and BCMS IoT shall be as follows:

- The Unit is compact, rugged, reliable and easy to install on the wall.
  - ABS Polycarbonate/ Sheet metal.
  - Wall fixing clamp with screw.
  - Ip52 comply.

**k. Remote Access:**



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- Data transfer in pull Mode
  - RBM & BCMS can support On-demand request.
  - RBM & BCMS can support Remote configuration.

**l. Power:**

- Operating voltage 20V DC to 60V DC.
- Operating power <4W.

**m. GSM/ GPRS**

- 2G
- The RBM & BCMS device operates in Quad-band GSM | GPRS: 850 / 900 / 1800 / 1900 MHz.
- The modem shall also be capable of transferring data on the GPRS network.
- The GSM/GPRS engine shall be fully type-tested and the supplier is required to submit the test reports along with the offer.
- Modem shall operate on standard and extended AT command set.
- Full GSM or GSM/GPRS operating system stack.
- Speed up link/downlink 85.6 kbps.

**n. SMS**

- Point-to-point mobile-originated and mobile-terminated SMS.
- SMS support.
- SMS cell broadcasting.
- Text and PDA mode.

**o. INTERFACES**

- Serial communication for configuration.
- I/O,
  - Buzzer.
  - Reset switch.

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**p. SIM CARD**

- A SIM card holder on PCB.
- Slide Type.
- Operating standard - 1.8V/3V.

**q. ANTENNA**

• **GSM**

- Type : **External**
- Frequency Range : **900/1800MHz**
- Gain : **0Dbi/3Dbi/6 Dbi**
- Connector : **SMA Male**
- Impedance : **50 ohm/ more**
- Cable : **coaxial cable, 1-meter length**

• **RF**

- Type : **External (L-Type)**
- Frequency Range : **2.4GHz/ Sub GHz**
- Gain : **0Dbi/3Dbi/6 Dbi**
- Connector : **SMA Male**
- Impedance : **50 ohm / More**

**r. REAL TIME CLOCK**

- Real-time clock and calendar based on a crystal with a battery independent of power supply.
- Synchronize the RTC of the network.

**s. STATUS INDICATORS**

- GSM Network Status – Blinking
- RF status
- Power status
- Float charging
- Boost charging status

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- Input AC PWR ON status
- Output DC from Charger On status

**t. EXTERNAL INTERFACES**

- The SIM interface should be a 3 V/1.8V
- RF data
- GSM, GPRS
- RS485
- Temperature sensor
- Hall-effect sensor
- RS232 for programing

**7. TEST FOR IoT BASED Remote BMS & BCMS:**

All tests shall be carried out as per the relevant standards mentioned in the technical specification. Tests shall comprise of routine and acceptance tests.

**a. Tests:**

- i. Following type tests on Remote BMS & BCMS shall be carried out successfully at laboratories accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) as amended up to date and this technical specification.
- ii. The successful bidder will have to submit type test reports for approval from the Chief Engineer (Testing) and shall get it approved before the commencement of supply.
- iii. The bidder shall furnish the following type test reports along with the offer:
  1. Protection to minimize the risk of arcing.
  2. Short Circuit protection.
  3. Over current protection.
  4. Over voltage protection up to 60V DC.

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5. Under voltage.

iv. Acceptance Tests:

1. The supplier shall carry out all the relevant physical verifications and functional tests at his factory/works on all the fully assembled systems. These tests (Factory Acceptance Test) as stipulated in the relevant standards shall be carried out by the supplier in the presence of the Purchaser's representative without any extra cost randomly.
2. Immediately after finalization of the program of Factory inspection, the supplier shall give 15 days' advance intimation to the purchaser, to enable him to depute his Inspecting officer for witnessing the Factory inspection.
3. After the supply & installation of the equipment at the site, the supplier has to carry out the Site Acceptance Test / Commissioning test of the complete system in the presence of MSEDCL's officials.

## **8. DRAWINGS:**

The bidders will have to submit the drawings viz; General Arrangement, constructional details, mounting and bill of material for Remote BMS & BCMS along with offer. The successful bidder will have to submit the final drawings for approval of the office of the Chief Engineer (Testing) and shall get it approved before the commencement of supply.

## **9. FACTORY INSPECTION:**

The inspection may be carried out by the purchaser at any stage of manufacturing. The successful bidder shall grant free access to the purchaser's representative at a reasonable notice when the work is in progress. Inspection and acceptance of any system under this specification by the purchaser shall not relieve the bidder of his obligation of supplying system by the specification and shall not prevent subsequent rejection if the system is found to be defective.

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**10. PERFORMANCE GUARANTEE:**

The complete system installed against this specification shall be guaranteed for a period of Five year from the date of commissioning. Any engineering error, omission, wrong provision, equipment failure etc. shall be attended by the supplier up to the end of guarantee period. If the defective/failed equipment's are not replaced/repared as per the above guarantee clause the purchaser shall recover the total purchase cost of the equipment from any bills of the bidder/supplier.

**11. DOCUMENTATION:**

One set of documents incorporating the following particulars shall be included in the offer:

- i. Technical literature/Instruction Manual for the offered system.
- ii. The successful bidder shall, within 4 weeks of placement of order, submit the detailed Bill of Material, Packing List etc. for the purchaser's approval in suitable folders/files. The purchaser shall communicate his comments/approvals to the supplier within two weeks.
- iii. Adequate copies of type/routine test certificates duly approved by the purchaser, shall accompany the dispatched consignment.
- iv. The manufacturing of the system shall be strictly in accordance with the requirements of technical specification.
- v. One set of nicely printed and bound volume of operation and maintenance manual in English language shall be submitted by the supplier, along with the dispatch of the system/equipment. The manual shall contain all drawings and information required for operation and maintenance of the system. The manual shall also contain a set of all approved drawings, test reports, etc.
- vi. Approval of drawings/work by purchaser shall not relieve the supplier of his responsibility to supply the system as per the requirements of technical specification. The system shall conform in all respects to the high standards of engineering, design, workmanship and latest revisions

**Technical Specification of  
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of relevant standards at the time of ordering. Purchaser shall have the power to reject any work or materials which, in his judgment, is not in full accordance therewith.

**12. PACKING AND FORWARDING, TRANSPORT/SHIPMENT:**

- i. The system/accessories shall be properly packed to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the system during transit due to improper and inadequate packing. The easily damageable materials shall be carefully packed and marked with the appropriate caution symbols. Any material found short inside the packing cases shall be supplied by the supplier without any extra cost.
- ii. Each consignment shall be accompanied by a detailed packing list containing the following information:
  - a) Name of the consignee.
  - b) Details of the consignment.
  - c) Destination.
  - d) Total weight of the consignment.
  - e) Sign showing the upper/lower side of the crate.
  - f) Handling and unpacking instructions.
  - g) Bill of materials indicating contents of each package.
  - h) Operation & Maintenance Manual.
- iii. The supplier shall ensure that the packing list and bill of materials are approved by the purchaser before dispatch of the system.

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**13. TRAINING:**

The successful bidder shall be required to provide training to about 8-10 engineers for system supplied, at no extra cost to the purchaser. The training shall cover operation, maintenance and trouble shooting of the system. The training programme shall be finalized in consultation with Office of the concern Superintending Engineer, MSEDCL.

**14. SCHEDULES:**

The tenderer shall fill in the following schedule, which is part and parcel of the tender specification and offer. If the schedule are not submitted duly filled in with the offer, the offer shall be liable for rejection.

**GUARANTEED TECHNICAL PARTICULARS. SCHEDULE 'A1" Remote BMS & BCMS****Guarantee Technical Particulars of Cell Device System SCHEDULE 'A2"**

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**15. GENERAL TECHNICAL PARAMETERS.**

Sr. no.	CATEGORY	PARAMETERS	SPECIFICATIONS
1	General	Operating temperature	0-55°C
		Operating Humidity	10 -95% (No Condensation)
		Power Supply	20VDC to 60 VDC
		Mountable	Wall
2	GSM/GPRS	RF Functionalities	GSM 850, E-GSM 900, DCS 1800, PCS 1900 (Quad Band)
		Communication Type	Internet, Data, SMS.
		Protocols	TCP/IP
		Power Output (Quad)	2 W for GSM 900 1W for GSM 1800 or GSM 1900
		Antenna Interface	SMA antenna connector
		SIM interface	Push type with switch and tray
		Number of SIMS	1
3	RF Coordinator	Protocol	IEEE 802.15.4
		Frequency	2.4GHz / Sub GHz (876MHz)
		Power	Receiver Sensitivity -95dBm Transmit Power 2.5dBm
		Antenna Interface	SMA antenna connector
4	Current Transducer	Type	Split Core CT, 2 -channel
		Rating	Customized from 10Amps to 1000Amps
5	LED Indicators	Number	7
		Indications	(GSM, RF, Power, Float, Boost, I/P AC PWR ON, O/P DC from CHG ON)
6	Cell End Device (CED)	Power Supply	1.2V to 3.5V
		Parameters Monitored	1. Cell temperature 2. Cell voltage
		Accuracy	1. Cell temperature – +/- 2 deg centigrade 2. Cell voltage – +/- 0.1 volt resolution
		Communication Interface	RF IEEE 802.15.4 Protocol – 2.4 G Hz / Sub GHz
		Mounting	Across cell terminals – Torque 9 N mt
7	GENERAL MODULE	APPROVALS	Verizon/AT
			CCF-57 CCF Certification with Cabled-IOT (Level 2) Endorsement
			CE/RCM/GCF/Verizon/AT
			CCC and SRRC (CE910-SC)
			RoHS compliant
			CE/RCM/PTCRB/FCC/IC
	Applicable	Cold Test	EN60068-2-1



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<b>8</b>	<b>Standards</b>		
		<b>Damp heat test Temperature/ Humidity damp heat cycling"</b>	IS9000 (Part V Sec-2)-1981 (EN60068-2-30
		<b>Dry heat</b>	IS9000(Part III Sec 3)-1977
		<b>EMI/EMC</b>	Electrostatic Discharge IEC61000-4-2
			Fast Transient Burst IEC61000-4-4
			Surges Immunity IEC61000-4-5
			Conducted Emission CISPR22 (class B)
			Radiofrequency electromagnetic field immunity IEC61000-4-3:2010
		<b>Ingress Protection test (IP)</b>	IP 52
<b>9</b>	<b>Data Efficiency</b>	<b>Change In Temperature configurable</b>	EN60068 2-14
<b>10</b>	<b>Charger status Electrical Ratings</b>	<b>Input Fuse Failure Input Mains Failure Input Fuse Failure</b>	AC IN 100V AC to 260V AC
		<b>Rectifier Fuse Failure Output Fuse Failure Alarm Fuse Failure</b>	DC IN 20VDC to 40VDC
		<b>ACEM Single Phase</b>	240VAC (1 Phase)
		<b>DC Voltage measurement</b>	20VDC to 600VDC
<b>11</b>	<b>Designed Life</b>	<b>10 Years</b>	
<b>12</b>	<b>Warranty</b>	<b>24 Months from the date of supply</b>	

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## 16.CELL DEVICE

Sr. no.	CATEGORY	PARAMETERS	SPECIFICATIONS
1	General	Dimensions	Customized
		Operating Temperature	-0 to 55 deg C
		Input Power Supply	1.4 to 3.5V DC
		Current Consumption	40mA
2	Controller	CPU	32 Bit RISC
		System Clock	32Mhz (Max)
		RAM	128Kb
		Memory	128Kb (Flash Type)
3	RF	Protocol	IEEE 802.15.4
		Working Frequency	2.4GHz / 876 Sub Ghz
		TX Current	15mA
		RX Current	17.5mA
		Transmit Power	2.5dBm
		Receiver Sensitivity	-95dBm
4	LED Indicators	Cell Identification	Yellow (Cell Selected)
		Fault Indicator	Red (Cell Fault)
		Transmission	Green (Transmitting data)
		Network	Green (In Network)
		Power	Red (Power ON)
5	Voltage Measurement	Source	Input Voltage
		Specification	1.4 to 3.5V DC
		Accuracy	±1%
		Resolution	±0.1mV
6	Temperature Measurement	Source	On Board Temperature Sensor
		Specification	-20°C to 70°C
		Accuracy	±2 °C
		Resolution	±1 °C

**Technical Specification of  
Remote Battery Monitoring System (BMS) and Battery Charger Monitoring System (BCMS)**

Schedule 'A 1'

<b>Guarantee Technical Particulars of Remote Battery Monitoring &amp; Battery Charger Monitoring System</b>		
<b>Sr. no.</b>	<b>GTP Parameters</b>	<b>To be filled by the Bidder</b>
1	Name of Manufacturer and address	Text
2	Electronic Primary Microcontroller	Minimum 32 Bit
3	Electronic Primary Firmware version	VJ-RBMBCM-OCF-MD-V1.1
4	Electronic Data logging	INTERNAL FLASH
5	Electronic Min operation voltage	20VDC - AC IN 100VAC
6	Electronic Max operation voltage	60VDC-260VAC
7	Input Min voltage for Operation	20VDC , AC IN 100VAC
8	Input Max voltage for Operation	60VDC, 260VAC
9	Data transmission Frequency	Minimum – 180 seconds to Maximum 24 hours
10	System status indicator	LED
11	Response Time	60 Seconds at the server
12	Operating Temperature	0°C to 55°C
13	Operating Humidity	<b>10 to 95 %</b>
14	Alerts for preventive maintenance	YES
15	Audible alarm	BUZZER
16	Short circuit protection for device	YES
17	Communication	GPRS/GSM/USB-CONF, RS485, wireless, SMS
18	Input-output wire connections	YES
19	Designed Life	10YEARS
20	Warranty	5 YEARS

**Technical Specification of  
Remote Battery Monitoring System (BMS) and Battery Charger Monitoring System (BCMS)**

Schedule 'A 2'

<b>Guarantee Technical Particulars of Cell Device System</b>		
<b>Sr. no.</b>	<b>GTP Parameters</b>	<b>To be filled by the Bidder</b>
1	Name of Manufacturer and address	Text
2	Electronic Primary Microcontroller Type	Minimum 32 Bit
3	Electronic Primary Firmware version	VJ-RBMBCM-OCP-CD-V1.1
4	Electronic Data logging	INTERNAL FLASH
5	Electronic Min operation voltage	1.4VDC
6	Electronic Max operation voltage	3.5VDC
7	Input Min voltage for Operation	1.4VDC
8	Input Max voltage for Operation	3.5VDC
9	Data transmission Frequency	Minimum – 60 seconds
10	System status indicator	LED
11	Response Time	60 Seconds at the server
12	Operating Temperature	0°C to 55°C
13	Operating Humidity	<b>10 to 95 %</b>
16	Short circuit protection for device	YES
17	Communication	wireless
19	Designed Life	10YEARS
20	Warranty	5 YEARS

## Technical Specification Cont

Item	Technical Specification
Supply, Installation & Commissioning of Software Application for Battery and Battery Charger Monitoring System(53226332819)	Refer To The Following Item Specification: IoT based Remote Battery monitoring and battery charger monitoring system(53999116079)

## IoT based Remote Battery monitoring and battery charger monitoring system

GTP Order Sequence	GTP Parameters	Date Type
1	Name of Manufacturer and address	TEXT
2	Electronic Primary Microcontroller	TEXT
3	Electronic Primary Firmware version	TEXT
4	Electronic Data logging	TEXT
5	Electronic Min operation voltage	TEXT
6	Electronic Max operation voltage	TEXT
7	Input Min voltage for Operation	TEXT
8	Input Max voltage for Operation	TEXT
9	Data transmission Frequency	TEXT
10	System status indicator	TEXT
11	Response Time	TEXT
12	Operating Temperature	TEXT
13	Operating Humidity	TEXT
14	Alerts for preventive maintenance	TEXT
15	Audible alarm	TEXT
16	Short circuit protection for device	TEXT
17	Communication	TEXT
18	Input-output wire connections	TEXT
19	Designed Life	TEXT
20	Warranty	TEXT
21	Name of Manufacturer and address (Cell Device-CED)	TEXT
22	Electronic Primary Microcontroller Type (Cell Device-CED)	TEXT
23	Electronic Primary Firmware version (Cell Device-CED)	TEXT
24	Electronic Data logging (Cell Device-CED)	TEXT
25	Electronic Min operation voltage (Cell Device-CED)	TEXT
26	Electronic Max operation voltage (Cell Device-CED)	TEXT
27	Input Min voltage for Operation (Cell Device-CED)	TEXT
28	Input Max voltage for Operation (Cell Device-CED)	TEXT
29	Data transmission Frequency (Cell Device-CED)	TEXT
30	System status indicator (Cell Device-CED)	TEXT
31	Response Time (Cell Device-CED)	TEXT

32	Operating Temperature (Cell Device-CED)	TEXT
33	Operating Humidity (Cell Device-CED)	TEXT
34	Short circuit protection for device (Cell Device-CED)	TEXT
35	Communication (Cell Device-CED)	TEXT
36	Designed Life (Cell Device-CED)	TEXT
37	Warranty (Cell Device-CED)	TEXT

Supply, Installation & Commissioning of Software Application for Battery and Battery Charger Monitoring System

GTP Order Sequence	GTP Parameters	Date Type
1	Wheather agreed to supply as per MSEDCLs technical specifications?	BOOLEAN

### Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Annexure 4	Technical Section	IoT based Remote Battery	Declaration for Technical Bid Format
2	Type test reports	Technical Section	IoT based Remote Battery	Submit all valid type test reports as specified in Technical Specification clause no. 7 "TEST FOR IoT based Remote BMS & BCMS"
3	Annexure 6	Technical Section	IoT based Remote Battery	Authorization Letters from OEMs
4	Brochures	Technical Section	Supply, Installation &	Technical Brochures/ Documents/ Manuals from OEM containing the list of functionalities
5	Incorporation	Commercial Section		Upload Certificate of incorporation
6	Net worth	Commercial Section		Upload CA Certificate for Net worth
7	Presence in Maharashtra	Commercial Section		Upload Self-Declaration from the authorized signatory of bidder
8	experience	Commercial Section		Upload Details of work orders/ Purchase orders/ Letter of Award / Contract Agreement as per Qualifying Criteria
9	OEM MAF	Commercial Section		Upload MAF letter from OEM.
10	ISO certification	Commercial Section		"Submit ISO for quantity management system and ISO for environmental management system."
11	Non- Blacklisting Undertaking	Commercial Section		Upload Self-declaration by the Bidder duly signed by the authorized signatory of the bidder on company letterhead
12	Manufacturing & testing facilities and Quality Assurance Plan	Commercial Section		Submit List of in house manufacturing and testing facilities as well as quality control set up available with the tenderer duly seal and signed.
13	Udyam registration.	Commercial Section		Submit Udyam registration.
14	EMD receipt	Commercial Section		"Submit EMD receipt (Bank Guarantee or Demand Draft)."
15	Power of Attorney	Commercial Section		Submit Notarized power of attorney in favor of appointed agent/representative.
16	Manufacturing Capacity	Commercial Section		Submit documentary evidence (for e.g. SSI/NSIC/Chartered Accountant Certificate) for manufacturing capacity to cover the quantity offered by the bidder and considering orders in hand.
17	Annexure 2	Commercial Section		Pre-Qualification Cover Letter
18	Annexure 3	Commercial Section		Declaration for Commercial Bid Format



Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
19	Annexure 5	Commercial Section		Board Resolution or Power of Attorney certifying him/her as an authorized signatory for the purpose of this bid
20	Annexure 6	Commercial Section		Authorization Letters from OEMs as per
21	legal litigation	Commercial Section		Submit declaration regarding legal litigations as per cl. no. 4.2 of tender document
22	Annexure 7	Commercial Section		Citations for Bidders Experience as per Annexure 7
23	Annexure 8	Commercial Section		Upload Non-Disclosure Agreement as per Annexure 8
24	Annexure 9	Commercial Section		Upload Integrity Pact as per Annexure 9
25	Annexure 10	Commercial Section		Upload Declaration by the Bidder for not being Blacklisted as per Annexure 10
26	Annexure 13	Commercial Section		Upload NO- DEVIATION FORM
27	Annexure 14	Commercial Section		Upload Certificate from HR for Resource Strength as per Annexure 14
28	Annexure 15	Commercial Section		Upload Certificate of Conformity as per Annexure 15
29	Annexure 16	Commercial Section		Upload Letter of Undertaking for Office in Maharashtra as per Annexure 16
30	Annexure 17	Commercial Section		Upload Undertaking on Legal Compliance as per Annexure 17
31	Annexure 19	Commercial Section		Upload Details of Manpower Resources Proposed as per Annexure 19
32	Risk Mitigation Plan	Commercial Section		Upload Risk Mitigation Plan
33	Corrupt & Fraudulent Practice declaration	Commercial Section		Upload Corrupt & Fraudulent Practice declaration
34	PAN	Commercial Section		Upload PAN card
35	GST	Commercial Section		Upload GST registration certificate
36	Turnover certificate	Commercial Section		Submit documentary evidence showing annual turnover of last 3 years, certified by Chartered Accountant for preceding three financial years.
37	Profit & Loss and Balance sheet	Commercial Section		Submit Profit & Loss and Balance sheet certified by Chartered Accountant for preceding three financial years.