

## Pre-bid queries reply

Sr no.	Clause No.	Page No.	Tender Section & Clause	Query/Suggestion	MSEDCL Response
1	6-APPENDICES 6.1 Appendix # 1 Qualification Criteria	66	1) A bidder must be a single Company registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms and societies in India who fulfils the eligibility criteria - Certificate of Incorporation or Article of Association	1) A bidder and consortium partner must have Companies registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms and societies in India who fulfils the eligibility criteria jointly.	No change, as per tender
2	6-APPENDICES 6.1 Appendix # 1 Qualification Criteria	66	Minimum five years of experience (from FY 14-15 onwards) in operationalization of VTS. The bidder should have successfully implemented 500 nos. of Vehicle tracking devices.	Minimum five years of experience (from FY 14-15 onwards) in operationalization of VTS/IT infrastructure	No change, as per tender
3	Clause 4	Page 10 of 113	The devices will have to be mapped on licensed map having commercial license with the geo-fencing of all vehicles as per the assigned route and working area. The cost of all types of licenses will have to be borne by the bidder.	Clarity on commercial map is required i.e. are we talking about google maps, which requires license pay per user (the commercial usage account)?	As mentioned in the tender (Refer Scope of Work , Instructions in Price Bid)
4	Clause 5	Page 10 of 113	As part of the project, a web based application integrated with mobile app to be supplied to facilitate monitoring of vehicle movement. Generation of MIS reports along with dashboard for easy monitoring shall be provided.	Clear specifications on MIS reports is required. For e.g. geofence breach, route traverse history etc.	Will be shared with successful bidder
5	Clause 8	Page 10 of 113	Bidder should provide latest OWASP top 10 vulnerability compliance certificate for proposed solution from CERT-In empanelled agency for proposed solution.	Currently not available. Exemption on same is required.	As mentioned in the tender
6	Clause 10	Page 10 of 113	During the contract period, it will be the responsibility of the successful bidder to remove VTS devices from old vehicles and install VTS devices in new vehicles, whenever required (transfer / relocation). (Note: Renewal of vehicle hiring contracts is done by MSEDCL periodically. Also new departmental vehicles may be purchased and old vehicles scrapped).	Is it possible for SI to educate MSEDCL in order for them to do the uninstallation. This is as, tracking of old and new vehicle inventory switch over, may not be feasible for the SI on daily basis.	Please refer revised tender. This activity has to be done by the bidder on demand.
7	2.5.1 B. Application Software (Vehicle Tracking System)	Page 15	Reports d) Trip Report h) Actual Trip Report i) Geo- fence Entry Exit Report	As per your requirement all type of trip reports are same if it is required in different type kindly describe. All types of reports are generated by Geo- fence Entry Exit are same i.e. actual trip report.	The requirement of reports is indicative.
8	6.1 Appendix #1 Qualification Criteria	Page66	Sr. No. Minimum five years of experience (from FY 14-15 onwards) in operationalization of VTS. The bidder should have successfully implemented 500 nos. of Vehicle tracking devices.	Kindly consider minimum three years of experience (from FY 16-17 onwards) in operationalization of VTS. We are requesting you to kindly make number of VTS devices implementation criteria up to 500 nos. VTS devices.	No change, as per tender
9	6.6 Appendix # 6 Product Documentation	Page72	Bidder has to submit detail product documentation for his solution.	Kindly describe documents required	As per tender requirements
10	clause 2.5.2 Details of operations: e)	Page no 14	As per sub clause (e) of clause 2.5.2 Details of operations	If any of the GPS devices are <b>damaged by means beyond our control</b> then who will be responsible for the monetary implications? It is not fair to ask the vendor to pay for these damages and hence there should defined procedure to evaluate such cases; if it is found that the units are damaged then the vendor should be compensated accordingly so that the units can be replaced	Please refer tender clause 2.5.2 Details of operations: e) It will be the responsibility of the bidder to get insurance of all the equipment mounted in the vehicles/HO. etc. for security purpose. MSEDCL will not take any responsibility in this regard.
11				As mentioned in the tender document MSEDCL has its offices in 4 regions and 16 divisions, please confirm that all the vehicles will be made available at these locations for a period of 4-5 days thus enabling our teams to finish the installation process within the stipulated time frame.	As per tender.
12	2.2 BILL OF QUANTITY	11	Suitable manpower for operation & management: Software Developer, System & Network Administrator	The number of Manpower which is to be deployed is not mentioned. Additionally, the developers & network Administrators are understood to be deposed offsite and support can be extended through the project management team	Manpower assessment to be done by the bidder to fulfill the requirements of tender.

13	6.1 Appendix # 1 Qualification Criteria - Financial Strength	64	The solution provider should have annual turnover of at least Rs.1.58 Crores for the last 3 audited financial years (2015-16, 2016-17 2017-18 or 2016-17, 2017-18, 2018-19) Net Worth for the each of the last three Financial Years should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.	As the project duration is of five years and the number of devies to be deployed that too on OPEX model, MSEDCL should reconsider the minimum turnover clause. It should increase the lower limit from 1.58 to atleast 5 crores. Additionally, the implementation is spread all across maharastra, a financially stable firm will be able to implement and maintain better.	No change. As per tender.
14	3.4.5 Evaluation and Comparison of Bids	26	b) STAGE – II: EVALUATION OF THE PRICE BID Bidders who qualify in the Stage I of evaluation will be considered for stage II evaluation and Price Bids will be opened only for these bidders. The bidder, whose bid (form #5) is lowest (L1), may be considered as successful bidder. MSEDCL at its discretion may carry out negotiation with L1 bidder.	The Present Selection criteria is based on the L1 bidder basis. Looking at the projects complexity in implementation across larger geogrphical spread and sustainability to deploy man power for after implmentation support, which requires a strong technical background, process oriented management. A Company without good credentials financial strenght and technical strength will not be able to do justice to the proposed project. So we request you to kindly make this selection on Quality and Cost Based (QCBS) with 70:30 breakup on technical and financial instead of L1 bid basis.	No change. As per tender.
15			Bid Security (EMD); page 20: The bid must be accompanied with Bid Security for an amount equal to Indian Rs. 5,25,010. (Rupees Five Lakh twenty five thousand ten only) for covering the entire scope of work. The bid security shall be denominated in Indian Rupees only.	To promote and encourage Govt. of India's Make in India initiative request you to kindly exempt MSME/NSIC registered organizations from payment of EMD.	It is requested to submit your application for the same along with scanned copies of relevant documents.
16			Performance Bank Guarantee; Page 49: Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value for the Implementation of Vehicle Tracking System FOR MSEDCL as per criteria defined in this document. The Performance Bank Guarantee should be valid from the date of start of the project for 64 months as required with a claim period of further six months.	Request you to kindly revise the clause as below: 1. Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 5% of the Contract Value. 2. If however this cannot be allowed request you to consider allowing submission of performance bank guarantee for 5% of contract value for the implementation phase and remaining 5% to be adjusted against running bills. 3. We would also request you to accept 2 (two) Performance Bank Guarantees. "One for the implementation phase amounting to 5% of cost of implementation phase with validity period limited to implementation period" and "another for operation & maintenance phase amounting to 5% of operation and maintenance cost with validity period being for the entire period of operation and maintenance." Further the Performance Bank Guarantee for the implementation phase to be returned on submission of performance bank guarantee of Operation & Maintenance phase.	No change, as per tender

## Implementation of EVCIOC

Corrigendum - I				
Sr.no.	Tender Reference	Old Value (Ver 1.0)	New Value (Ver 2.0)	Justification
1	Section 2 SCOPE OF WORK: clause 2.1 SCOPE OF WORK	9) The VTS devices are to be installed by the successful bidder on MSEDCL's vehicles up to sub-division/Section office level. The information of these vehicles including contact details will be shared with successful bidder after award of contract.	9) The VTS devices are to be installed by the successful bidder on MSEDCL's vehicles up to sub-division/Section office level. The information of these vehicles including contact details will be shared with successful bidder after award of contract. <b>Further, it is the responsibility of bidder to install VTS device on new vehicles whenever requested by MSEDCL.</b>	To bring more clarity in case of new vehicles.
2	Section 2 SCOPE OF WORK: clause 2.1 SCOPE OF WORK	10) During the contract period, it will be the responsibility of the successful bidder to remove VTS devices from old vehicles and install VTS devices in new vehicles, whenever required (transfer / relocation). (Note: Renewal of vehicle hiring contracts is done by MSEDCL periodically. Also new departmental vehicles may be purchased and old vehicles scrapped).	10) During the contract period, it will be the responsibility of the successful bidder to remove VTS devices from old vehicles and install VTS devices in new vehicles, whenever required (transfer / relocation). <b>This activity has to be done by the bidder on demand basis.</b> (Note: Renewal of vehicle hiring contracts is done by MSEDCL periodically. Also new departmental vehicles may be purchased and old vehicles scrapped).	To bring more clarity as this activity is to be done on demand basis.
3	Section 4 4 GENERAL CONDITIONS OF CONTRACT: clause 4.4 RELATIONSHIP AND LIMITED AUTHORITY	i. The Bidder shall not have, nor shall he represent himself as having, any authority to commit the Board to any contract, agreement, or other legal commitments in the name of or binding on the Board or to pledge or extend credit in the name of the Board. The Bidder shall perform the scope and services hereunder as an independent Bidder and not as an employee, agent, partner or joint venture partner of the Board.	i. The Bidder shall not have, nor shall he represent himself as having, any authority to commit the <b>Employer</b> to any contract, agreement, or other legal commitments in the name of or binding on the <b>Employer</b> or to pledge or extend credit in the name of the <b>Employer</b> . The Bidder shall perform the scope and services hereunder as an independent Bidder and not as an employee, agent, partner or joint venture partner of the <b>Employer</b> .	Typographical error
4	Section 5 SPECIAL CONDITIONS OF CONTRACT	O. PERFORMANCE GUARANTEE iv. The bidder will provide the following:  Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value for the Implementation of Vehicle Tracking System FOR MSEDCL as per criteria defined in this document.	O. PERFORMANCE GUARANTEE iv. The bidder will provide the following:  Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than <b>5%</b> of the Contract Value for the Implementation of Vehicle Tracking System FOR MSEDCL as per criteria defined in this document.	PBG is proposed to reduce from 10% to 5% due to following reasons: 1) The project is on OPEX basis and all the financing for construction, operation and maintenance of the system will be done by the bidder. 2) Prospective bidders request 3) It may increase participation of bidder 4) It may reduce the cost quoted by bidders.

## Implementation of EVCIOC

Sr.no.	Tender Reference	Old Value (Ver 1.0)	New Value (Ver 2.0)	Justification
5	Section 5 SPECIAL CONDITIONS OF CONTRACT	U. PERFORMANCE GUARANTEE/SECURITY DEPOSIT Within 14 (fourteen) days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of operational support, Product & Implementation to an amount not less than Ten Percent (10%) of the Contract Price in accordance with the Conditions of Contract.	U. PERFORMANCE GUARANTEE/SECURITY DEPOSIT Within 14 (fourteen) days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of operational support, Product & Implementation to an amount not less than <b>Five</b> Percent (5%) of the Contract Price in accordance with the Conditions of Contract.	PBG is proposed to reduce from 10% to 5% due to following reasons: 1) The project is on OPEX basis and all the financing for construction, operation and maintenance of the system will be done by the bidder. 2) Prospective bidders request 3) It may increase participation of bidder 4) It may reduce the cost quoted by bidders.
6	Section 5 SPECIAL CONDITIONS OF CONTRACT	X. PRICES ix. The bidder shall stand guarantee for the overall performance of the contract including for the supplies made/work done and work to be done by their Bidder members. Towards this guarantee, the Bidder shall submit a performance BG/security deposit for 10% of the Contract Price as per tender Conditions.	X. PRICES ix. The bidder shall stand guarantee for the overall performance of the contract including for the supplies made/work done and work to be done by their Bidder members. Towards this guarantee, the Bidder shall submit a performance BG/security deposit for <b>5%</b> of the Contract Price as per tender Conditions.	PBG is proposed to reduce from 10% to 5% due to following reasons: 1) The project is on OPEX basis and all the financing for construction, operation and maintenance of the system will be done by the bidder. 2) Prospective bidders request 3) It may increase participation of bidders 4) It may reduce the cost quoted by bidders.
7	Section 5 SPECIAL CONDITIONS OF CONTRACT: DD. BILLING AND PAYMENT TERMS:Service Level Agreement (SLA) and Penalties: Operational Parameters	Operational Parameters 3. Within 10 days from the request letter date.	Operational Parameters 3.Within 10 days from the request letter/ <b>email</b> date.	email added
8	Section 5 SPECIAL CONDITIONS OF CONTRACT: DD. BILLING AND PAYMENT TERMS:Service Level Agreement (SLA) and Penalties:		Added: Implementation activity: 4. Installation of VTS device in case of new vehicle/ vehicle transfer / relocation after 4 months from date of LoA  Operational Parameters: 4. Within 15 days from the request letter/email date  LD/Compensation /Penalty in case of default: 4. Penalty will be @ 100 per day	Penalty added for not installing VTS device in case of new vehicle/ vehicle transfer / relocation after 4 months from date of LoA

## Implementation of EVCIOC

Sr.no.	Tender Reference	Old Value (Ver 1.0)	New Value (Ver 2.0)	Justification
9	Section 5 SPECIAL CONDITIONS OF CONTRACT: DD. BILLING AND PAYMENT TERMS:Service Level Agreement (SLA) and Penalties:	Table-B Uptime of VTS device	Table-B Uptime of <b>individual</b> VTS device	To bring more clarity
10	Section 6 APPENDICES: 6.3 Appendix # 3 Bank Guarantee for Performance Security/Security Deposit	An amount to be inserted by the Guarantor, representing 10% of the Contract Price and denominated in Indian Rupees as specified in the Contract.	An amount to be inserted by the Guarantor, representing <b>5%</b> of the Contract Price and denominated in Indian Rupees as specified in the Contract.	PBG is proposed to reduce from 10% to 5% due to following reasons: 1) The project is on OPEX basis and all the financing for construction, operation and maintenance of the system will be done by the bidder. 2) Prospective bidders request 3) It may increase participation of bidder 4) It may reduce the cost quoted by bidders.