

Ref. No. CE / APDRP / No 16213

Date : 24 MAY 2011

By Regd. Post A/D

M/s. Reliance Communications Ltd.
1st Floor, H Block, DAKC,
Kopar Khairane, Thane Belapur Road,
Navi Mumbai – 400 709.

Phone : 9122 – 30370795

Detailed Award of Contract

Name of Contract : Turnkey Contract of Tender No. CE / APDRP / Tech A / 01 / 09 – 10 Dtd. 07th August 2009 Version 1.2 for Rs. 39.814104006 Crs of R –APDRP Part "A" Project work for Supply, Installation, Integration, Testing, Commissioning of MPLS VPN (Multi – Protocol Label Switching Virtual Private Network), Internet, Leased Lines & GPRS for the R-APDRP Part A Project in 95 Towns.

Contract Ref.:

- 1) Bid No. CE / APDRP / Tech A / 01 / 09 – 10 Version 1.2 & subsequent amendment dated 19.09.2009 and 29.09.2009.
- 2) L&T Ltd. Offer No. MSEDCL / R – APDRP / 5000007998 dated 03.10.2009.
- 3) CE / APDRP / Tech / 09801 dated 31.03.2010.
- 4) No. CE / APDRP / 11745 dated 20.04.2010.
- 5) L&T'S Letter no 621635: TR: 000163 dated 13.08.2010.
- 6) Tripartite agreement Between MSEDCL, M/s L&T and M/S Reliance Communications dated 1.10.2010

Dear Sirs,

This is to notify that M/s L&T, ITIA in R-APDRP Part A Project for 95 towns in Maharashtra has introduced M/s Reliance Communications Ltd. as its Network Bandwidth Service Provider (NBSP) vide its letter under ref (5) . Accordingly a tripartite agreement is executed between M/s L&T , M/s Reliance and MSEDCL on 01.10.2010. This purchase order is being issued as an integral part of this agreement .All the Conditions of the tripartite agreement constitute this Purchase Order and should be strictly followed.

Scope of work :

The Scope of work for the NBSP shall include , Installation, Integration, Testing, Commissioning of MPLS VPN (Multi – Protocol Label Switching Virtual Private Network), Internet, Leased Lines & GPRS for the Project in 95 Towns for which ITIA has supplied, installed and commissioned one integrated solution within the broad framework provided in the SRS (System requirement Specification) document. The SRS Committee under the guidelines of MoP has finalized a detailed SRS document which covers all the components of

the Project including hardware, software, networking, GIS among other which shall help the utility to improve their performance.

With reference to L&T Ltd.'s offer dated 03.10.2009 for selection of ITIA to assist MSEDCL for implementation of IT infrastructure under R – APDRP Part “A” Project on a single point responsibility (Turnkey) basis under RFP No. CE / APDRP / Tech A / 01 / 0910 Version 1.2 and subsequent amendment to this Specification and tripartite agreement under ref (6) , the Contract price of Rs. 39.814104006 Crores Inclusive of All Taxes for 5 year Bandwidth charges is accepted by us .

The Details of Bandwidth Charges are enclosed as Annexure ‘A’

a) **RFP sections as part of award of Contract (Ref 1)**

(Reference: RFP Section I Preface)

MoP SRS Documents inclusive in this RFP and hence included as award of contract

Section	Name of Document	Version Number
Section G1	MOP SRS Section G1.doc	srs_01042009
Section G2	MOP SRS Section G2 for MSEDCL.doc	Section G2 for srs_01042009 customized as per MSEDCL requirements
Section G3	MOP SRS Section G3.doc	srs_01042009
Section G4	MOP SRS Section G4.doc	srs_01042009
Section G5	MOP SRS Section G5.doc	srs_01042009
Section G6	MOP SRS Section G6.doc	srs_01042009
Amendment on MoP SRS	SRS_AMENDMENT_080709.pdf	SRS_AMENDMENT_080709

Sections in the RFP Document and hence included as award of contract

Section	Content	Version Number
Section I	Preface	Version 1.2
Section II	Instructions to Bidders	Version 1.2
Section III	Bid Data Sheet	Version 1.2
Section IV	Eligibility Criteria	Version 1.2
Section V	Bidding Forms	Version 1.2
Section VI	Scope of Work	Version 1.2
Section VII	General Conditions of Contract	Version 1.2
Section VIII	Special Conditions of Contract	Version 1.2
Section IX	Contract Forms	
	Appendices	All Version 1.2
Appendix A	Mandatory technical specifications	
Appendix B	Technical specifications	Excel Sheet
Appendix C	Service level agreement	
Appendix D	Supplier response format	
Appendix E	Evaluation methodology	
Appendix F	Geographical and administrative information	
Appendix G	List of offices for WAN connectivity	
Appendix H	Review of current IT systems	
Appendix I	List of manual/ business processes to be converted to	

Section	Content	Version Number
	electronic form	
Appendix J	Review of current business processes	
Appendix K	Website	
Appendix L	List of goods and related services	
Appendix M	Estimated manpower requirement	
Appendix N	Expected implementation schedule	
Appendix O	Abbreviations (Please refer to Abbreviations in SRS document published by PFC. All other abbreviations used have been explained in the document in-line)	

MSEDCL documents inclusive in this RFP defining amendments with respect to version 1.1 and definitions with respect to MoP SRS and hence included as award of contract

Sr. No.	Name of Document	Version Number
1	MOP SRS MSEDCL Definitions.doc	Version 1.2

b) **Vendor's response (Proposal) to the RFP, including the Bid submission sheet and the price schedule submitted by the supplier:** L&T Ltd.'s response (Proposal) to the RFP, including the Bid submission sheet and the price schedule submitted by the supplier to MSEDCL is already submitted on dtd. 03.10.2009 and is in line with guidelines of RFP Version 1.2.

c) **Acceptance of Purchaser's Notification:** The letter of award is already issued vide letter under reference no. 3 and the acceptance from L&T Ltd.'s side is received to MSEDCL vide letter under reference no. 4. The acceptance of Purchaser's Notification is in order. Please note that the date of award of this contract is 31-03-2010 and as per RFP Appendix N Implementation Schedule, you are expected to complete the pilot implementation within 12 months from the date of award of contract by the utility. Pilot is the 15 project areas and the data centre that goes live in a utility. The bidder is expected to complete the enterprise-wide implementation for all the other identified project areas, i.e. for 95 towns, with-in 18 (eighteen) calendar months, from the date of award of contract by the utility.

d) Performance Bank guarantee has been already submitted by M/s L&T consisting of the total amount. Hence separate performance Bank Guarantee is not necessary

All terms and conditions are binding to you as per

1. RFP document Version 1.2 and
2. The tripartite agreement signed on 1.10.2010
3. The Service Level Agreement Enclosed with this Purchase order

Thanking you,

Yours faithfully,


Chief Engineer (APDRP)
MSEDCL

Copy SWRs to :-

- 1) The Managing Director, MSEDCL, Mumbai.
- 2) The Director (Projects), MSEDCL, Mumbai.
- 3) The Director (Operations), MSEDCL, Mumbai.
- 4) The Director (Finance), MSEDCL, Mumbai.
- 5) The Executive Director (Projects)/(CP),MSEDCL, Mumbai.
- 6) The Regional Executive Director – I/II/III, MSEDCL.

Copy f.w.cs to :-

- 1) All C.Es (As per Mailing List), MSEDCL.
- 2) The CGM (F&A/I&A), CGM(CA)
- 3) The CGM (IT)

Copy to :- 1) The GM (IT), MSEDCL, Mumbai.
2) The D.G.M. (IT), MSEDCL (At Zonal level)

Copy to:-

- 1) All Superintending Engineers/ Executive Engineers(As per Mailing List), MSEDCL.
- 2) M/S L&T Limited , Mumbai

C Apperidix C – Service Level Agreement

The SLA's broadly would cover the following services :

1. MPLS Services
2. MPLS Pipe terminating at Data Center
3. Data Center to DR dedicated pipeline.
4. Internet Services at Data Center & DR Center
5. GPRS Services at all AMR meters installed at Distribution Transformer Sub-stations / Feeders / Town Boundary / HT Sub-stations / HT, LT Consumers etc. and Data Center, DR Center.

The overall SLA for the Services (individually and combined) should be as follows :

- a) For first three : 99% uptime or as per PO placed on ITIA
- b) For point 4 (individually and combined) : 99.5% uptime or as per PO placed on ITIA
- c) For point 5 (individually and combined) : 98% uptime or as per PO placed on ITIA

Duration of SLA

This Service Level Agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in Section C.10 of SLA (SLA Change Control).

The following table represents the SLA's required :

Mapping With section G5 of SRS Document	Service	Parameter	Service Level	Validation	Penalty
5.9	Network Operation & Management	Resolution of ticket logged related to networks	99% (or uptime as per PO placed on ITIA)	Reports generated from Ticket Logging System	Penalty of 2% per month will be deducted from the monthly charges of Reliance (NBSP).
		Data Centre , Disaster Recovery Center and Customer Care Center Network Availability Minimum of 99.8% (or uptime as per PO placed on ITIA) uptime measured on a monthly basis	99.8% (or uptime as per PO placed on ITIA)	Report	2% of monthly charges of Reliance (NBSP) for less than 99.8% (or uptime as per PO placed on ITIA) uptime. 3% of monthly charges of Reliance (NBSP) for less than 98.0% (or uptime as per PO placed on ITIA) 5 % of monthly charges of Reliance (NBSP) for less than 95% (or uptime as per PO

				placed on ITIA)	
		IT Centers Network Availability Minimum of 98% (or uptime as per PO placed on ITIA) uptime measured on a monthly basis	98% (or uptime as per PO placed on ITIA)	Report	2% of monthly charges of Reliance (NBSP) for less than 98% (or uptime as per PO placed on ITIA) • 3% of monthly charges of Reliance (NBSP) for less than 97% (or uptime as per PO placed on ITIA) • 5% of monthly charges of Reliance (NBSP) for less than 95 % (or uptime as per PO placed on ITIA)
		Sub division & Other Offices Network Availability Minimum of 97% (or uptime as per PO placed on ITIA) uptime measured on a monthly basis	97% (or uptime as per PO placed on ITIA)	Report	2% of monthly charges of Reliance (NBSP) for less than 97% (or uptime as per PO placed on ITIA) • 3% of monthly charges of Reliance (NBSP) for less than 95% (or uptime as per PO placed on ITIA)
		AMR meters installed at Distribution Transformer Sub- stations / Feeders / Town boundary / HT Sub-stations / HT Consumers etc and Data Center, DR Center Minimum of 98% (or uptime as per PO placed on ITIA) uptime measured on a monthly basis	98% (or uptime as per PO placed on ITIA)	Report	2% of monthly charges of Reliance (NBSP) for less than 98% (or uptime as per PO placed on ITIA) • 3% of monthly charges of Reliance (NBSP) for less than 97% (or uptime as per PO placed on ITIA) • 5% of monthly

					charges of Reliance (NBSP) for less than 95 % (or uptime as per PO placed on ITIA)
		Data Centre and Disaster Recovery Center Network (Internet) Availability Minimum of 99.5% (or as per PO placed on ITIA) uptime measured on a monthly basis	99.5% (or as per PO placed on ITIA)	Report	2% of monthly charges of Reliance (NBSP) for less than 99.5% (or uptime as per PO placed on ITIA) 3% of monthly charges of Reliance (NBSP) for less than 98.0% (or uptime as per PO placed on ITIA) 5 % of monthly charges of Reliance (NBSP) for less than 95% (or uptime as per PO placed on ITIA)

Uptime Calculation ,The Severity definition Chart and SLA Change Control would be done as per Appendix C- Service Level Agreement of document Appendices given in LOA No CE /APDRP/ Tech 09801 dated 31.03.2010 placed on M/s L&T by MSEDCL .

Details of Bandwidth Charges

Amount in Rs

Sr no	Bandwidth	Location	Type	Unit	R-APDRP 95 Towns		Total for 1 year	Total for 5 years
					Quantity	Rate		
1	512 Kbps	Other Offices	MPLS	Per link Per year	767	70316.2500	53932563.7500	269662818.7500
2	1 Mbps	IT Centers	Internet	Per Link Per Year	29	154695.7500	4486176.7500	22430883.7500
3	2 Mbps	IT Centers	MPLS	Per link Per year	29	140632.5000	4078342.5000	20391712.5000
4	2 Mbps	Customer Care Center	MPLS Primary link	Per link Per year	1	127500.0000	127500.0000	637500.0000
5	2 Mbps	Customer Care Center	MPLS Secondary Link	per link Per year	1	127500.0000	127500.0000	637500.0000
6	16 Mbps	Data Center	MPLS	Per link Per year	1	975052.0000	975052.0000	4875260.0000
7	10 Mbps	Disaster Recovery Center	MPLS	Per link Per year	1	656285.0000	656285.0000	3281425.0000
8	4 Mbps	Disaster Recovery Center	Mpls	Per link Per year	1	281265.0000	281265.0000	1406325.0000
9	4 Mbps	Disaster Recovery Center	Internet	Per link Per year	1	300016.0000	300016.0000	1500080.0000
10	6 Mbps	Disaster Recovery Center	Point to point	Per link Per year	1	375020.0000	375020.0000	1875100.0000
11	Sim cards	AMR end Points	GPRS	Per SIM per Year	21167	675.0360	14298487.0120	71442435.0600
Total							79628208.01	398141040.06