Subject: Revised Section-V- STC-Open Tender- SCADA, AMI & CMP

GUJARAT ENERGY

SECTION V(A):

REVISED SPECIAL TERMS OF CONTRACT (STC) – COMMERCIAL

Selection of Implementation Agency for Establishing SCADA, Advanced Metering Infrastructure (AMI) and Centralized Monitoring Platform (CMP) for Gujarat Energy Limited

e-TENDER ID – 344661

File No: GEL-Materials-2026-11-199333

PART I – SPECIAL TERMS OF CONTRACT (COMMERCIAL)

1. GENERAL

1.1 The Special Terms of CONTRACT (STC) shall be read in conjunction with the General Terms of CONTRACT (GTC), the Scope of Work (Section II, Volume II of the RFP), technical specifications, Schedule of Rates, drawings and any other documents forming part of this CONTRACT, wherever the context so requires.

1.2 Where any portion of the GTC is repugnant to or at variance with any provision of the STC, the provision(s) of the latter, unless a different intention appears, shall be deemed to override the provision(s) of the GTC, to the extent that such repugnancy or variation in the STC cannot be reconciled with the provisions of the GTC.

1.3 In this STC, "OWNER" means Gujarat Energy Limited (GEL) and "CONTRACTOR" means the successful Bidder / Implementation Agency / System Integrator, as defined in the Scope of Work. "Schedule A", "Schedule B1", "Schedule B2" and "Schedule C" mean the respective schedules of the Schedule of Rates (Section 8 of the Scope of Work).

1.4 "T" means the date of issue of the Letter of Acceptance (LOA) or Work Order, whichever is earlier. "Final Go-Live" (T1) and "Handover" (T2) shall have the meanings assigned in Clauses 5.3 and 6.2 of the Scope of Work.

2. OWNER'S REPRESENTATIVE

2.1 OWNER's REPRESENTATIVE / Engineer-in-Charge for this CONTRACT shall be communicated at the time of award of CONTRACT.

3. RATE VALIDITY

3.1 RATES quoted under **Schedule A (Hardware Costs)** — which, under the Revised Schedule of Rates, includes the field devices, cabling, conduiting, trenching, IS barriers, protocol converters, I/O points, SCADA / AMI / CMP software customisation and cloud set-up — shall remain firm and fixed until completion of the entire implementation phase, i.e. Handover of SCADA, AMI and CMP (Milestone 10), including any extension of time granted by OWNER.

3.2 Yearly RATES quoted under **Schedule B1 (Recurring Costs)** shall remain firm and fixed for the entire Comprehensive Operation & Maintenance (O&M) period of five (5) years. The Year-1 rate shall also apply, on a pro-rata basis, to the interim O&M period between the first lot / zone / phase Go-Live and the commencement of the five-year O&M period.

3.3 Year-wise RATES quoted under **Schedule B2 (Annual Rate Contract Costs)** shall remain firm and fixed for the respective O&M year. Additional devices / stations shall be charged at the rate applicable for the O&M year in which they are commissioned.

3.4 RATES quoted under **Schedule C (One-Time Costs)** shall remain firm and fixed for the entire contractual duration, i.e. the implementation phase plus five (5) years of O&M, including any extension.

3.5 **Underground DRS** locations are excluded from the committed scope of this CONTRACT and no priced schedule is carried in the Schedule of Rates for them. OWNER may, at its sole discretion, require the CONTRACTOR to undertake a paid Proof of Concept (POC) at select Underground DRS location(s) post-award, and may thereafter extend the work for Underground DRS on mutually agreed rates, terms and conditions, as provided in Clause 3.4.5 of the Scope of Work.

3.6 No price variation or escalation of any kind shall be payable during the contractual duration, save as expressly provided in the GTC for statutory variation in taxes and duties.

3.7 Where OWNER requires the CONTRACTOR to keep the SCADA, AMI and CMP platforms running after expiry of the O&M period until a successor agency is onboarded, such services shall be paid at the Year-5 rates of Schedule B on a pro-rata basis, and all terms of this CONTRACT shall continue to apply.

4. DELIVERY POINT

4.1 DELIVERY POINT shall be OWNER's stores / field locations across its 29 Geographical Areas in the States of Gujarat, Rajasthan, Maharashtra, Madhya Pradesh, Haryana and Punjab and the Union Territory of Dadra & Nagar Haveli, as per the OWNER-approved Bill of Quantities and implementation plan.

4.2 The exact delivery address(es) shall be communicated by OWNER while giving dispatch clearance after successful FAT. RATES shall be inclusive of door delivery up to OWNER's store / site, packing and forwarding, loading and unloading, freight and transit insurance. All risks and liabilities in respect of the GOODS shall remain with the CONTRACTOR until the GOODS are delivered, installed and commissioned at the designated location, notwithstanding transfer of title under Clause 9.

4.3 Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in the OWNER-approved implementation plan, after which OWNER reserves the right to accept or reject the material delivery at its sole discretion and at no cost to OWNER. Penalties as applicable under Clause 8 shall be levied.

5. WARRANTY

5.1 As detailed in Clauses 3.1, 3.2, 4.1 and 4.2.6 of the Scope of Work. All hardware supplied under this CONTRACT shall be brand new and shall carry the manufacturer's comprehensive warranty and a **comprehensive onsite warranty for the full contractual period (implementation plus O&M)**. The CONTRACTOR shall maintain back-to-back CAMCs with the OEMs for the entire contract duration and shall furnish the OEM warranty certificates and CAMC documents to OWNER on demand.

5.2 Warranty response shall not depend on manufacturer turnaround. The CONTRACTOR shall restore service from its own spare stock within the SLA timelines, and no SLA relief shall arise from the time taken for any warranty or insurance claim.

6. DEFECTS LIABILITY PERIOD

6.1 Not applicable as a separate period, since the comprehensive onsite warranty, CAMC and O&M obligations under this CONTRACT cover all hardware, software, cloud and non-IT components for the full contractual duration.

7. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG)

7.1 The CONTRACTOR shall furnish an unconditional and irrevocable Contract-cum-Performance Bank Guarantee (CPBG), in the prescribed form, issued by a bank acceptable to OWNER, within 21 days of the date of LOA / Work Order.

7.2 **Value:** The CPBG shall be for an amount equivalent to 10% (ten percent) of the total basic contract value (Schedule A + Schedule B1 + Schedule B2 + Schedule C, excluding GST).

7.3 **Validity:** As per Clause 22 of the Scope of Work, the CPBG shall be for six (6) years, ensuring continuous coverage from the implementation phase till completion of the five (5) year O&M period plus three (3) months' claim lodgement period. As the implementation phase now extends to Handover at T + 15 months, the six-year validity does not cover the full O&M period; the CONTRACTOR shall extend the validity of the CPBG so that continuous coverage is maintained up to the actual end of the O&M period plus three months, at least thirty (30) days before each expiry.

7.4 In case of any subsequent AMENDMENT in CONTRACT value or validity, including orders placed under Schedule B2, Schedule C or any Underground-DRS POC, the CONTRACTOR shall furnish a revised / additional CPBG at the same percentage for the applicable amount and validity, failing which the equivalent amount shall be deducted from the subsequent claim for payment, unless otherwise specified in the AMENDMENT.

7.5 OWNER may invoke the CPBG, in addition to its other rights under the CONTRACT, in the events specified in Clause 6.1.6 of the Scope of Work, including where the cumulative penalty reaches 10% of the overall contract value (excluding GST), or where the SLA penalty reaches 20% of the Quarterly Payment for three (3) consecutive quarters.

8. LIQUIDATED DAMAGES AND PENALTIES

8.1 Liquidated Damages for delay in implementation milestones, and penalties for non-achievement of manpower and O&M service levels, shall be levied as per **Section 6 – Service Level Agreement (SLA) and Penalty Framework** of the Scope of Work. This shall supersede the provision of Liquidated Damages under the General Terms and Conditions of the Contract.

8.2 The penalty caps under Clause 6.1.5 of the Scope of Work shall apply: the penalty for any / all SLAs in a quarter is capped at 20% of the Quarterly Payment, and the cumulative penalty over the full CONTRACT is capped at 10% of the overall contract value (both excluding GST).

8.3 Penalties shall not be levied during the three (3) month SLA Stabilisation Period of each lot / zone / phase. However, all SLAs shall be measured and reported during this period.

9. OWNERSHIP, TITLE AND INTELLECTUAL PROPERTY

9.1 All field hardware (RTUs, transmitters, Modems, MIUs, antennas, enclosures, cables and associated accessories) shall be owned by OWNER. Title to each item shall pass to OWNER, free of all liens, charges and encumbrances, on release of the milestone payment covering that item, as per Clauses 2.2.2.1 and 5.6.1.4 of the Scope of Work.

9.2 Material for which payment has been released at the FAT milestone but which remains in the CONTRACTOR's or manufacturer's custody shall be physically marked, segregated and recorded as OWNER's property, and shall not be sold, pledged, substituted or encumbered. Such material shall be insured with OWNER as loss payee until delivery to site is confirmed.

9.3 All software shall be provided on a Software-as-a-Service (SaaS) basis for the contractual period. At contract completion, the CONTRACTOR shall provide OWNER with active licences in OWNER's name and full transition support, as per Clause 4.2.12 of the Scope of Work.

9.4 All intellectual property in code, drivers, integrations, dashboards and use cases developed specifically for OWNER under this CONTRACT shall rest solely with OWNER. The CONTRACTOR shall not claim any Intellectual Property Rights in them.

10. INSURANCE

10.1 The CONTRACTOR shall, at its own cost, maintain insurance as specified in Clauses 3.8.5 and 4.2.11 of the Scope of Work for the entire contract duration. This covers: (a) all hardware, against theft, water damage, vandalism, power fluctuation, fire and allied perils; (b) employer's liability and workmen's compensation; and (c) professional indemnity and cyber liability. OWNER shall be named loss payee for OWNER-owned hardware.

10.2 The CONTRACTOR shall file and pursue all insurance claims to conclusion at its own cost. Service restoration shall not await claim settlement.

11. QUANTITIES AND BASIS OF PAYMENT

11.1 Quantities indicated in the Schedule of Rates are indicative and shall be used for bid evaluation and placement of the CONTRACT. Payment shall be made on the actual quantities installed, commissioned and gone live, as recorded by the Enterprise Management System (EMS) and certified by OWNER.

11.2 OWNER may add new field locations, stations, devices and source systems during the O&M period at the applicable SOR rates. The CONTRACTOR shall not decline or delay any such onboarding on the ground that the location or source was not individually listed at the time of award.

11.3 No item, service, licence, tool, resource or activity shall be charged under more than one Schedule. No payment shall constitute acceptance beyond the milestone against which it is released.

12. CONFIDENTIALITY AND DATA

12.1 The CONTRACTOR shall sign a Non-Disclosure / Confidentiality Agreement with OWNER after award of CONTRACT.

12.2 All OWNER data shall reside within India at all times, and the CONTRACTOR shall be responsible for data lapses, data loss and data theft, as per Clauses 2.2.1 and 3.7.1 of the Scope of Work. All costs of remediation, forensic investigation and regulatory compliance arising from a breach attributable to the CONTRACTOR shall be borne by the CONTRACTOR.

PART II – SPECIAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

1.1 The CONTRACTOR shall complete the entire implementation of SCADA, AMI and CMP — including survey, supply, installation, testing, commissioning, Go-Live and Handover — within **fifteen (15) months from T** (date of issue of the Letter of Acceptance or Work Order, whichever is earlier), with Final Go-Live of all three components within **twelve (12) months from T**. This period may be revised only in accordance with the provisions of the CONTRACT.

1.2 The CONTRACTOR shall thereafter provide Comprehensive Operation & Maintenance for a period of **five (5) years from the date of** Handover (T2) of the entire solution. The total contractual duration shall be the implementation phase plus the five-year O&M period. OWNER may extend the CONTRACT on the same rates, terms and conditions.

1.3 Non-completion of the work within the agreed or extended period shall not absolve the CONTRACTOR of its liabilities and obligations under this CONTRACT.

1.4 The major milestones to be achieved are as follows:

S. No.	Milestone	Completion Timeline
1	Issue of Letter of Acceptance / Work Order	T
2	Project kick-off and mobilisation of key personnel	Kick-off within 5 working days; personnel within 7 days
3	Survey and requirement gathering (Milestone 1)	T + 2 months
4	Material Factory Acceptance Test – 3 batches (Milestone 2)	T + 4 months
5	Go-Live of CMP – Phase 1 (Milestone 4)	T + 6 months
6	Installation & Commissioning and Go-Live of AMI – 5 lots (Milestones 3 & 5)	T + 5 to T + 9 months (lot-wise)
7	Go-Live of CMP – Phase 2 (Milestone 6)	T + 8 months
8	Installation & Commissioning and Go-Live of SCADA – 6 zones (Milestones 7 & 8)	T + 7 to T + 12 months (zone-wise)
9	Go-Live of CMP – Phase 3 and Final Go-Live of all three components (Milestone 9)	T1 = T + 12 months
10	Handover of SCADA, AMI and CMP (Milestone 10)	T2 = T + 15 months
11	Comprehensive O&M	5 years from T2

1.5 AMI Lot-wise Go-Live Schedule

Lot No.	AMI Locations	Go-Live Timeline
1	1,000	T + 5 months
2	1,000	T + 6 months
3	1,000	T + 7 months
4	1,000	T + 8 months
5	800	T + 9 months
Total	**4,800**	

1.6 SCADA Zone-wise Go-Live Schedule

Priority	Zone	Total Locations	Go-Live Timeline
1	Zone 4	503	T + 7 months

Priority	Zone	Total Locations	Go-Live Timeline
2	Zone 2	327	T + 8 months
3	Zone 1	249	T + 9 months
4	Zone 6	169	T + 10 months
5	Zone 5	131	T + 11 months
6	Zone 3	215	T + 12 months
	Total	**1,595**	

Station-type break-up for each zone shall be as per Clause 5.4.2 of the Scope of Work. The zone priority is indicative, and OWNER reserves the right to re-prioritise the zones.

1.7 CMP Phase-wise Go-Live Schedule

Phase	Go-Live	Scope
1	T + 6 months	Integration with existing applications (incl. outgoing SCADA and AMR applications) and basic dashboards
2	T + 8 months	Integration with the new SCADA and AMI applications, basic analytics and layered dashboards
3	T + 12 months	Integration with new / future OWNER applications and AI/ML-driven use cases

2. PAYMENT TERMS

2.1 Part-I: Schedule A – Hardware Costs (Implementation Phase)

100% of the amount quoted under Schedule A shall be released against the following milestones, on OWNER's written acceptance of the milestone together with all specified deliverables (Clauses 5.2 and 5.6 of the Scope of Work):

Sr.	Milestone	Timeline	Payment (% of Sch. A)	Release Basis
1	Survey and requirement gathering	T + 2 m	5%	On acceptance of survey documents, final BoQ, requirement-gathering sign-off, engineering design, AMI device registry, implementation plan and unpriced PO/WO for at least 35% of the Schedule A quantities
2	Material FAT	T + 4 m	35%	In three (3) equal batches, on OWNER approval of TPIA inspection / FAT report and dispatch clearance
3	I&C – AMI	T + 8 m	10%	In tranches per lot, pro-rata to qualifying locations (GEL-signed installation inspection report and EMS/SAT report for each device)
4	Go-Live of CMP – Phase 1	T + 6 m	2%	On acceptance of Phase 1 Go-Live report, integration test report, Data Lake confirmation and UAT sign-off
5	Go-Live – AMI	T + 9 m	10%	In tranches per lot on written Go-Live acceptance (after parallel run of at least 15 days, UAT, VAPT, DR test and SAP integration); reconciles Milestone 3
6	Go-Live of CMP – Phase 2	T + 8 m	3%	On acceptance of Phase 2 Go-Live report, integration test reports and UAT sign-off

Sr.	Milestone	Timeline	Payment (% of Sch. A)	Release Basis
7	I&C – SCADA	T + 9 m	12%	In tranches per zone, pro-rata to qualifying stations (GEL-signed installation inspection report and EMS/SAT report)
8	Go-Live – SCADA	T1 = T + 12 m	10%	In tranches per zone on written Go-Live acceptance (incl. 30-day reliability demonstration, UAT and VAPT); reconciles Milestone 7
9	Go-Live of CMP – Phase 3 and Final Go-Live	T + 12 m	3%	On acceptance of Phase 3 Go-Live report, Final Go-Live confirmation and UAT sign-off
10	Handover of SCADA, AMI and CMP	T2 = T + 15 m	10%	On issue of handover acceptance certificate after all stabilisation periods, SOPs, as-built documents, defect closure and final reconciliation
	Total		**100%**	

2.1.1 Tranche payment formula: for Milestones 3, 5, 7 and 8, each tranche = milestone % × Schedule A value × (qualifying locations in the lot / zone ÷ total AMI or SCADA locations, as applicable). Tranche claims shall be supported by the GEL-signed reports and the EMS-generated device / station list; EMS data shall prevail in case of discrepancy.

2.1.2 No payment shall be released on partial or conditional acceptance. Where a milestone is accepted subject to a punch list, payment shall be released only on closure of all punch-list items.

2.1.3 Title to all FAT-passed material shall pass to OWNER on release of the Milestone 2 payment (Part I, Clause 9). No I&C tranche shall be released while any material paid for under Milestone 2 remains undelivered, save with OWNER's written agreement.

2.1.4 Phase-wise milestone delay solely attributable to the CONTRACTOR shall attract a penalty of INR 1,000 per pending location for the initial 4 weeks, INR 2,000 per pending location for the next 8 weeks, and INR 5,000 per pending location thereafter, as per Clause 5.2 of the Scope of Work.

2.2 Part-II: Schedule B1 – Recurring Costs (O&M Phase)

2.2.1 No payment shall be made against Schedule B during the implementation phase, except for the interim O&M period described in Clause 2.2.2 below.

2.2.2 **Interim O&M period:** From the date of the Go-Live acceptance certificate of each lot (AMI), zone (SCADA) or phase (CMP), issued at the end of its three-month stabilisation period, until commencement of the five-year O&M period, the CONTRACTOR shall be paid quarterly at the Year-1 rate on a pro-rata basis for the sites / locations gone live.

2.2.3 **O&M period:** Comprehensive O&M charges are payable per device / location per quarter, invoiced at the end of each quarter. Device O&M shall be billed on a pro-rata, day-weighted basis; cloud hosting, disaster recovery, application licences (including CMP) and communication charges shall be billed quarterly at one-fourth of the applicable annual rate, adjusted for the actual node / licence / connection count.

2.2.4 Schedule B1 rates shall be considered for five (5) years from the date of final Go-Live (quoted yearly rate × quantity × 5 for evaluation). Invoices shall be raised at the end of each quarter

with the complete set of quarterly and periodic deliverables listed in Clause 5.7.4 of the Scope of Work; an invoice without the complete set shall not be treated as a valid invoice.

2.2.5 **Payment split:** Each quarterly invoice shall be paid as follows:

(a) **80%** on submission of a complete invoice with the EMS SLA compliance report and resource-deployment confirmation.

(b) **20%** after OWNER verifies the EMS SLA report, completion of the quarter's preventive maintenance and any periodic deliverables due. SLA penalties shall be deducted from this 20% component, subject to the caps in Part I, Clause 8.

2.3 Part-III: Schedule B2 – Annual Rate Contract Costs

2.3.1 SITC of additional devices / stations (and removal / reinstallation, where ordered) shall be paid as a one-time charge, on installation, commissioning and OWNER's acceptance of each addition, at the rate applicable for the O&M year of commissioning. Year-1 of Schedule B2 shall commence after the achievement of final Go-Live.

2.3.2 O&M of such additional devices shall be paid quarterly on a pro-rata basis from the date of commissioning, at the applicable year's rate, as per Clause 2.2 above.

2.4 Part-IV: Schedule C – One-Time Costs

2.4.1 Schedule C items (enterprise / cross-system integrations, new EVC / PD meter make integration, EVC driver development and charges for additional major changes in the offered software solution on a man-day basis) shall be taken up only on OWNER's prior written instruction.

2.4.2 Payment shall be released on completion and OWNER's written acceptance of the specific activity, against the deliverables specified in Clause 5.7.7 of the Scope of Work, at whatever point in the contractual duration the activity occurs. The 80:20 split under Clause 2.2.5 shall apply.

2.5 General

2.5.1 All payments shall be subject to applicable tax deductions at source as per the rules and acts in force during the tenure of the CONTRACT. GST shall be paid extra, as applicable, against valid tax invoices.

2.5.2 No separate payment shall be made for manpower deployed during the implementation or O&M phase. All manpower costs shall be deemed included in the quoted rates.

2.5.3 Penalties shall be deducted as per the process in Clause 6.7 of the Scope of Work. The CONTRACTOR may raise a dispute within seven (7) calendar days of notification, and shall continue all services without interruption during the dispute.

3. OTHER TENDER-SPECIFIC CONDITIONS

3.1 **CPBG:** The CONTRACTOR shall submit a CPBG for six (6) years, ensuring continuous coverage from implementation till completion of the O&M period plus three (3) months' claim lodgement period, as per Clause 22 of the Scope of Work and Part I, Clause 7.

3.2 **L1 and Reverse Auction:** L1 basis of award and reverse auction are not applicable to this tender.

3.3 **Evaluation methodology – QCBS (70:30):** The tender shall be evaluated on the Quality and Cost Based Selection (QCBS) method with 70:30 weightage for Technical and Commercial scores.

(a) The technical bid shall be evaluated only for bidders who meet the Pre-Qualification Criteria and successfully pass the field trials as per the RFP. Each technical bid shall be scored out of 100. The commercial bid shall be opened only for bidders scoring 70 or more marks.

(b) The Total Price shall be calculated as per the Schedule of Rates (Schedules A, B and C). The bid price, excluding GST, shall be considered for the commercial score. The price shall be quoted in Indian Rupees, with all taxes and levies mentioned separately.

(c) Combined score: **B = [(Clow / C) × 0.3] + [T × 0.7]**, where C is the evaluated bid price, Clow is the lowest evaluated bid price among responsive bids, and T is the technical score. The bid with the highest combined score shall be selected.

(d) In case of a tie, the bidder with the higher technical score shall be ranked first. If the technical scores are also equal, the bidder with the higher average annual turnover over the last three (3) years shall be ranked first.

3.4 **Price composition limits (per the Revised Schedule of Rates):** The following limits apply to the overall contract cost (Schedules A + B + C):

Schedule	Limit on share of overall contract cost
Schedule A (Hardware Costs)	Not more than 50%
Schedule B (B1 + B2) (Recurring and ARC Costs)	Not less than 45%
Schedule C (One-Time Costs)	Not more than 5%

Any bid submitted on the (n)Procure portal that deviates from the above limits shall be treated as non-compliant and shall be rejected.

3.5 **Non-Disclosure Agreement:** A confidentiality agreement shall be signed between the CONTRACTOR and OWNER after award of CONTRACT.

3.6 **Site survey:** All bidders are encouraged to participate in the site survey, which shall be conducted before the pre-bid meeting. The schedule shall be communicated one week in advance. This is a one-time activity and shall not be repeated for any bidder unable to attend. Bidders shall factor site conditions into their pricing.

3.7 **Underground DRS:** Excluded from the committed scope. OWNER may require a paid POC post-award and thereafter extend the work on mutually agreed rates, terms and conditions, as per Part I, Clause 3.5.

3.8 **Splitting:** Splitting of the order is not applicable to this tender.

***Note:**

1. OWNER reserves the right to change the above implementation schedule, re-prioritise zones / lots and amend the priority of field locations during the survey stage, without assigning any reason to the CONTRACTOR.

2. All liabilities for storage of equipment at the CONTRACTOR's or manufacturer's premises, in transit and up to commissioning at site shall remain with the CONTRACTOR, notwithstanding transfer of title on payment.

3. Delays attributable solely to OWNER, and documented by the CONTRACTOR as dependencies in the site survey report, shall not be counted towards Liquidated Damages.