

**Clarification to the Bidders Queries w.r.t the Bid Documents for Selection of Zonal Implementing Agency for Package-4**

**“11 kV Rural Feeder Monitoring Scheme – Revised Tender**

S.N O	Reference Clause no.	Reference	Bidders Query	Rationale	Bidders Suggestion	RECTPCL response
<b>1</b>	Clause 8.4  Page No. 28	<b>CONTRACT PERIOD:</b> The contract period shall be initially for a period of 5 years plus implementation period and the extension of the contract period shall be at the sole discretion of RECTPCL	We understand that any statutory variation in existing rates of taxes /duties/ levies/charges and implementation of GST during contractual completion period will be to customers account and shall be applicable for extended period also. Please confirm.  In case if the contract is extended for a further period, bidder reserves the right to submit revised price for the extended period. Request M/s RECTPCL to accept the same.			Bidder are requested to refer Clause No- 8.33 Payment Terms – <b>Taxes &amp; Duties.</b>  The provisions of Bid Documents shall prevail.
<b>2</b>	<b>Page no. 4</b>	EARNEST MONEY DEPOSIT (EMD) Bidders	Bidders, who are registered with MSME, are exempted from submission of Tender			Bidders who are registered as MSME are exempted from EMD only.

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			Fee, Tender Processing Fee, EMD, Security Deposit, Performance BG. We request you to kindly consider MSME registration & allow exemption to bidders who are registered with MSME from submission of Tender Fee, Tender Processing Fee, EMD, Security Deposit, Performance BG.			
3	C. Bid Prices  Page No. 22	Any statutory variation in existing rates of taxes /duties/ levies/charges during contractual completion period only of contract will be to RECTPCL/DISCOM account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same	We understand that any statutory variation in existing rates of taxes /duties/ levies/charges and implementation of GST during contractual completion period will be to customers account and shall be applicable for extended period also. Please confirm.			Provisions of Bid Documents re amply clear.

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		for scrutiny and approval. Any downward variation in above rates of taxes /duties /levies will have to be passed on to the RECTPCL/DISCOM				
<b>4</b>	Techno-commercial bid Evaluation  Page No.23	The Bidding process is designed to select the vendor through technical qualification requirement.  1.1 First Stage-Fulfillment of Eligibility Criteria: The Techno – Commercial evaluation	To ensure successful implementation of project, technically competent bidder is essential. Hence, We request RECTPCL to arrange for “Proof of Concept” from Technically Qualified Bidders before declaring them “Technically Qualified Bidder”.  Price Bid of Bidder(s), who is Technically Qualified as well as meets minimum requirements of POC, should be open.  We request you to kindly amend the clause accordingly & confirm.			The provisions of Bid Documents shall prevail.

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<b>5</b>	Clause No. 8.5  Page No. 28	IMPLEMENTATION PERIOD: The implementation period shall be six months from the date of issue of work order where in all the hardware, software; resources etc. should be installed/deployed.	Looking into the broad scope of tender and quantities to be provided, we request M/s RECTPCL to accept the implementation period of at least 10 months from the date of issue of work order. Please confirm.			The provisions of Bid Documents shall prevail.
<b>6</b>	Clause No. 8.6  Page No. 28	<b>TERMINATION OF CONTRACT:</b> The termination of contract is based upon the performance of the work. If the average meter read provided by the contractor is less than 75% in three consecutive months, then the contract may be terminated.	We understood that the Percentage of Meter Reading are excluding the reasons not attributable to the vendor (like Performance / Working of HT Meter, etc.). Please confirm. Also confirm, at the time of Termination of Contract, RECTPCL shall make 100% payment to the supplier for the products / systems implemented &/or Service Provided to RECTPCL.			The provisions of Bid Documents shall prevail.

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7	Clause No. 8.8  Page No. 29	<b>HANDING OVER ON TERMINATION/ PROJECT COMPLITION:</b>  8.8.2 Application software with source code and required licenses	In the event of Termination of Contract, please confirm RECTPCL shall make 100% payment to the supplier for the products / systems / services provided at RECTPCL.  Application Software Source Code is intellectual Property & hence cannot be provided. However, Software with required licenses can be handed over to RECTPCL. Please amend the clause accordingly.			The provisions of Bid Documents shall prevail.
8	Clause No. 8.28  Page No. 34	<b>REPLACEMENT OF DEFECTIVE /DAMAGED MATERIALS</b>  Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials are found to be defective/damaged or are not in conformity with the	As this contract shall fall under service contract on BOOT basis, we understand that Liquidated Damages clause shall not be applicable. And also for non-availability of data due to any			The provisions of Bid Documents shall prevail.

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		specification or sample, such defects or damages in the materials supplied shall be rectified within 120 working hours from the time of intimation of defect/damage either at the point of destination or at the Agency's works, at the cost of Agency,	defects, penalty for performance is already being levied for the same under Penalty Clause. Hence request M/s RECTPCL to waive off the Liquidated Damages clause under this contract.			
<b>9</b>	Page No. 26	<b>PERFORMANCE DEPOSIT</b>	Bidders, who are registered with MSME, are exempted from submission of Tender Fee, Tender Processing Fee, EMD, Security Deposit, Performance BG. We request you to kindly consider MSME registration & allow exemption to bidders who are registered with MSME from submission of Tender Fee, Tender Processing Fee, EMD, Security Deposit, Performance BG			Bidders who are registered as MSME are exempted from EMD only.
<b>10</b>	Point 5 Page No. 37	<b>INITIAL BEARING ADVANCE:</b> -	We request M/s RECTPCL to accept the bank guarantee of the			The provisions of Bid Documents shall prevail.

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		Advance shall be released only after Submission and acceptance of unconditional & irrevocable Bank Guarantees which should be of 110% of the advance amount.	same amount of which the advance is being released. Kindly confirm.			
<b>11</b>	Clause No. 8.34.7  Page No. 41	For any delay in implementation and rollout schedule, as per Clause 8.32, a penalty @1/2% (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value. Thereafter, RECTPCL reserve the right to cancel the contract.	We understand that no penalty shall be levied on delay in completion of works with in stipulated period as mentioned due to reasons not attributable to the vendor or unavailability/ readiness of site fronts from customer’s side. Kindly confirm.			The provisions of Bid Documents shall prevail however any specific case shall be dealt in order of merit considering and decision of CEO-RECTPCL in this regards shall be final and binding.
<b>12</b>	Clause No. 8.33  Page No. 36	<b>Payment terms:</b> Interest bearing Advance (optional) on submission of Bank Guarantee. 10% of Contract value of Modem & Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form). Successful installation of all hardware at site in respective states 10% of Contract value of Modem &	We request M/s RECTPCL to accept the payment term as follows:  Successful installation of all hardware Town wise 25% of Contract value to be paid within 30 days from the date of installation Go-Live of the System			The provisions of Bid Documents shall prevail.

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		<p>Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form). Go-Live of the System under this Package 20% of Contract value of Modem &amp; Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).                      Measured deliverables and output regarding data transfer &amp; report generations as per SLAs. ☐                      Balance Contract value of Modem &amp; Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).in 20 Equal Quarterly installments during O&amp;M phase.</p>	<p>town wise 35% of Contract value to be paid within 30 days from the date of town wise go-live For Balance 40% in 20 Equal Quarterly installments during O&amp;M Phase on Pro-rata basis and the payment to be released within 15 days from the date of verification of the Invoices.</p>			
<b>13</b>	<p>Clause No. 8.34.8 Page No. 41</p>	<p>No payment towards non reporting feeders</p>	<p>We understand that no penalty shall be levied on non-reporting feeders due to reasons not attributable to supplier and the payment for non-reporting feeders shall be paid in full without deducting any penalty. Please confirm.</p>			<p>The provisions of Bid Documents shall prevail.</p>

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<b>14</b>	Clause No. 8.34.8 Page No. 41	b. Penalty shall be calculated on the circle basis and as under: Table of Penalty	Penalty rates defined here are too high. Request you to provide relaxation on the same and consider the same as attached in Annexure: II			The provisions of Bid Documents shall prevail.
<b>15</b>	Clause No. 8.16 Page No. 31	Further all material shall be procured in the name of RECTPCL with the liability of vendor for replacement, insurance till currency of contract.	Insurance of our supplied material installed in RECTPCL's premises shall be in RECTPCL's scope. Kindly confirm			Insurance is in the scope of Bidder.
<b>16</b>	Clause no. 8.23 Settlements of Disputes Page No. 33	At any time any question, dispute or difference what so ever which may arise between RECTPCL and the agency, the same shall be decided by the settlement committee constituted by Chairman, RECTPCL. The decision of the committee shall be final and binding on both the parties.	We request RECTPCL to amend the Clause as follows: In case of any disputes arising, two arbitrators, one from supplier & one from purchaser shall be nominated.  These two arbitrators shall appoint third neutral arbitrator for settling mutual disputes.			The provisions of Bid Documents shall prevail.
<b>17</b>	Clause No. 8.3.2 Page No. 36	Sr. No. 8 Commencement of system in all states under the package (completion of work in all respects including report	We understand that if there is a delay of more than 15 days in closure due to reasons			The provisions of Bid Documents shall prevail.

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		generation).	not attributable to us, the payment shall be released within 7 days as per tender rates.			
<b>18</b>	Clause No. 8.12 Page No. 30	RECTPCL reserves the right to increase or decrease the quantities of items as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract. Any item can be deleted in total, if not required during execution.	We request you to kindly provide percentage by which Quantities of Items may be increase or decrease. Since there are only two line items, which is depended on each other, in tender & deletion of entire line item needs to be review & revised.			<b>Quantity variation shall be limited to 25%.</b>
<b>19</b>	General	Communication protocol	We understand that all the meters to be provided with modems shall be on DLMS or MODBUS protocol. Request you to kindly confirm the same. We also understood that meters with other than DLMS protocols shall be replaced with DLMS / MODBUS protocol meters by			Bidders are requested to note that acquisition of Data from all types of meters including DLMS, Non DLMS and Legacy in the scope of bidder.

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			DISCOM before Commencement of project. Request You to kindly confirm the same.			
<b>20</b>	General	Premature Closure of the contract	Due to any unavoidable circumstances, if there is any premature closure of the contract due to reasons not attributable to us, we request M/s RECTPCL to release payment of balance 85% of the pending contract value/works.			The provisions of Bid Documents shall prevail.
<b>21</b>	<b>Penalties (Existing provision)</b>					
	<b>Extent of Feeders information received on system monthly)</b>	<b>Extent of Payment</b>	<b>Extent of Incentive/Penalty</b>	<b>Particular Extend</b>	<b>Extend of penalty / No Payment</b>	
	95-100% of total feeders of DISCOM	No payment towards non	1% incentive on unit rate (as quoted at Sr. No. 1 of Form-5) in	Up to 85% of total feeders of	No Penalty	The provisions of Bid Documents shall prevail.

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		reportin g feeders	respect of feeders supplying data in excess of 95% of feeders under this package					
	90-95% (including 90%) of total feeders of DISCOM	No payment towards non reportin g feeders	No Penalty	Below 85% and Up to 80% total	No payment towards non reportin g feeders + 2.5% penalty on monthly unit rate on total number of non- reportin g feeders.			The provisions of Bid Documents shall prevail.
	80-90% (less than 90%) of total feeders of DISCOM	No payment towards non reportin g feeders	10% penalty on unit rate (as quoted at Sr. No. 1 of Form-5) on total number of non- reporting feeders	Below 80% and Up to 75% of total	No payment towards non reportin g feeders + 5% penalty on monthly			The provisions of Bid Documents shall prevail.

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					unit rate on total number of non-reporting feeders.			
	75-80% (less than 80%) of total feeders of DISCOM	No payment towards non reporting feeders	15% penalty on unit rate (as quoted at Sr. No. 1 of Form-5) on total number of non-reporting feeders	Below 75% and Up to 70% of total	No payment towards non reporting feeders + 7.5% penalty on monthly unit rate on total number of non-reporting feeders.			The provisions of Bid Documents shall prevail.
	<75% of total feeders of DISCOM	No Payment	No payment	Below 70% and Up to 65% of total	No payment towards non reporting feeders + 10%			The provisions of Bid Documents shall prevail.

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				penalty on monthly unit rate on total number of non-reporting feeders.		
			Below 65% and Up to 60% of total	No payment towards non reporting feeders + 12.5% penalty on monthly unit rate on total number of non-reporting feeders.		The provisions of Bid Documents shall prevail.
			Below 60% of total feeders of	No Payment Shall be Made.		The provisions of Bid Documents shall prevail.

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22	APPENDIX-1 Page 46	BILL OF MATERIAL (under Packae-4)	kindly provide number of substations for each of the state / distribution company			The information shall be shared at the time of Contract with Successful Bidder. However, at present it may be considered that work is distributed in entire state.
23		SELECTION OF ZONAL IMPLEMENTING AGENCY FOR PACKAGE-4 UNDER “11 KV RURAL FEEDER MONITORING SCHEME”	As tender is for feeder monitoring, is there any requirement of feeder control? Kindly specify			The Scope of work under for Zonal Implementing Agency is amply clear in the Bid Document.
24	Proposed methodology Page-8	Figure - DCU	DCU reading the meter data through ethernet switch, meters are connected to DCU via ethernet switch. We understand that in Package-4 scope is only for Modem and not DCU.			Not applicable in Packahe-4 as in this Package Modems are required to be installed to capture feeder meter data.
25	Proposed methodology Page-8	Figure - Protocol - IEC 62056, IEC 1107 / 61107, Ansi C 12	Please provide more details on these communication protocol. We need			The provisions of Bid Documents shall prevail.

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			meter manufacturer support in reading the protocols IEC 1107 / 61107, Ansi C 12.  REC should mediate with meter manufacturer for APIs.			
26	Proposed methodology Page-8	As per the proposed system, the meter data shall be stored by Modem/ DCU in 15/30 minutes interval and transferred to Central MDAS for the 24 hours period on daily basis.	We understand that the requirement is for modem not DCU			Provision of Bid Document is amply clear. Under Package -4 feeder meter data is to be captured through Modem only.
27	Project Implementation Strategy Page-9	Supply of MDAS/MIS application, customization, integration and implementation, with 5 years warranty and support	Is the 5 years warranty and support from date of installation or supply? Please specify			Clarification sought is related to scope under Central Implementing Agency, which has been finalized.
28	Development and Implementation Page-18	Provide Install, operate & maintain the required network connectivity at <b>slave location</b> for 2 states mentioned in point no. 2 and suitable connectivity at central server level.	Kindly elaborate the points			The provision of Bid Document is self-explanatory.
29	Tentative Bill of Quantity of various Packages is as under:	The time duration for implementation of entire project is one year from date of selection of agencies.	Kindly increase the time duration for implementation of entire project to two			The provisions of Bid Documents shall prevail.

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	Page-11	However, Central Implementation Agency and all Zonal implementation agencies shall be given six months implementation period each from the date of award to execution of their respective packages.	year from date of selection of agencies. Central Implementation Agency and all Zonal implementation agencies shall be given twelve months implementation period each from the date of award to execution of their respective packages. Further, kindly share more details on current CIA and their infrastructure to which ZIA will integrate			
<b>30</b>	BROAD SCOPE OF WORK AND TECHNICAL SPECIFICATIONS (PACKAGE-4) Page-17	The objective of the project is to capture real time supply parameters of around 1.1 lakhs rural/Agriculture/mixed feeders of the country on to a national platform and provide web based access of same to all stakeholders	For interactions with the various stake holders i.e. state discoms, existing AMR solution vendors etc. REC shall be single point of contact for the Vendor.			In case of requirement, the Selected Central/ Zonal Implementing Agency shall interact with any stake holders along with RECTPCL.
<b>31</b>	BROAD SCOPE OF WORK AND TECHNICAL SPECIFICATIONS (PACKAGE-4)	In case of no communication/network available, the implementation agency may also acquire meter data through MRI. The	As per our experience the minimum automatic data inflow requirement for no penalty under package			The provisions of Bid Documents shall prevail.

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	Page-17	minimum automatic data inflow requirement for no penalty under package is 90%. Therefore, bidder can acquire data of 10% of total number of feeders only under this package through MRI for the purpose of payment/incentive	shall be reduced to 85%.			
<b>32</b>	INSTRUCTION TO BIDDERS  Page-5	All the above-mentioned documents (from Sr. No1 to 7), two sets of Integrity Pact (as per format) on the stamp paper and entire bid document duly signed & stamped by POA holder must also be submitted in hard copy	Kindly confirm if there is any sample to be submitted			Bidders are requested to submit hard copy of the Document as detailed under ITB. No sample is required to be submitted.
<b>33</b>	HANDING OVER ON TERMINATION / PROJECT COMPLETION  Page-31	Application software with source code and required licenses	If vendor customizes existing software to meet the requirements of REC then only customized code shall be handed over to REC. Kindly amend the same.			The provisions of Bid Documents shall prevail.
<b>34</b>	IMPLEMENTATION AND ROLLOUT SCHEDULE (under this package)	Commencement of system in all states under the package (completion of work in all respects including report generation). 180 days from the date of work of award	It is too short and stiff for this kind of project. We need minimum 1 Year.			The provisions of Bid Documents shall prevail.

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	Page-37					
<b>35</b>	Go-Live Acceptance Criteria (under this package of Central Implementation Agency) Page-42	Integration of Modems with Central MDAS with at least 90% of Modems transferring data to MDAS continuously for at least 15 days	Integration of Modems with Central MDAS with at least 85% of Modems transferring data to MDAS continuously for at least 15 days			The provisions of Bid Documents shall prevail.
<b>36</b>	Guarantee: Page-43	The burn out modems/ DCUs should be replaced during Contract period at free of cost	The burn out modems/ DCUs due to reasons attributable to vendor should be replaced during Contract period at free of cost.  The burn out modems/ DCUs due to reasons attributable to REC / DISCOM should be replaced during Contract period at specified cost.			The provisions of Bid Documents shall prevail.
<b>37</b>	Project Implementation Strategy Page-9	The implementation strategy defines the overall approach to be adopted for the rollout of the system. Considering the fact that scheme is to be implemented on many states	meter data will be provided for integration in XML format in MIOS standard.			The provisions of Bid Documents shall prevail.

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		by different vendors of Modems/DCUs, it is necessary to ensure integration of various types of modems with all types of existing meters on 66/33/11 kV Rural feeders and integration of Central MDAS with various makes of Modems.				
<b>38</b>	Project Implementation Strategy Page-9	Supply of modems, peripheral equipment& SIM with 5 years warranty & support for four states	what all to be considered in peripheral equipment? Please specify			Peripheral equipment includes anything required to complete the cope of wok as per intent of the scheme.
<b>39</b>	Presentation Layer Page-13	A Web based user interface displaying a set of rich and user friendly webpages that are compatible with all the leading web browsers as well as browsers that are available on smartphones/tablets. This will be hosted on the cloud server and shall fetch the data from MDAS/MIS and can be accessed by all the stakeholders' viz. MoP, Discoms, State officials, REC etc.	Kindly define number of users for cost estimation and licensing. Further MDAS of ZIA is going to integrate with CIA. Hence, these features shall applicable in case of CIA not ZIA. Please confirm			As per the requirement.
<b>40</b>	Zonal Implementing Agency	Supply, install, operate & maintain Modems, cables, connectors, modem casing or any other system required at	Material is going to be supplied in 2 states and different locations. Providing			Provision of stores shall be under the scope of ZIA.

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	Page-18	66/11 kV and/or 33/11 kV substations in the states of MP and Maharashtra for automated meter data, on line supply status and transmit the same to the central MDAS server of CIA.	stores shall be whose responsibility? Kindly confirm			
<b>41</b>	Page 19	Modulating and Coding Schemes: MCS 1 to 9	Kindly amend the coding schemes as CS-1, CS-2, CS-3 and CS-4 also.			The provisions of Bid Documents shall prevail.
<b>42</b>	Spec-3 Page-19	The modem should be capable to transfer the entire data in 5 minutes after connection is made.	Can send entire data in 5 mins but load survey data for 5 days duration only.  Entire data along with 30/45/60/90 days Load survey data cannot be sent in 5 mins time. Some Legacy meters cannot provide 5 days Load survey data but they can only provide 30/45/60/90 days data in which communication time			The provisions of Bid Documents shall prevail.

**Clarification to the Bidders Queries w.r.t the Bid Documents for Selection of Zonal Implementing Agency for Package-4**

**“11 kV Rural Feeder Monitoring Scheme – Revised Tender**

<b>S.N O</b>	<b>Reference Clause no.</b>	<b>Reference</b>	<b>Bidders Query</b>	<b>Rationale</b>	<b>Bidders Suggestion</b>	<b>RECTPCL response</b>
			can be up to 10 to 15mins.			
<b>43</b>	Spec-8 Page-19	Should have remote start / stop and restart feature	Please provide more details on which features Modem has to Start/Stop. Also, please provide more details on Restart feature.			Provision is self-explanatory.
<b>44</b>	Page-22	<p>Bidder (single)/ Any Partner (JV) must also have manufactured &amp; supplied at least 8325 nos. GSM/ GPRS modems/meters/ DCUs out of which 3330 nos. should be under single contract.</p> <p>Bidder (single)/ Any Partner (JV)/Consortium partner must have integrated these 3330 modems with the server (must have acquired the data from the meter &amp; pushed it to head end system seamlessly).</p>	If bidder is a supplier, then kindly allow credential of bidder as "supplied at least 8325 nos. GSM/ GPRS modems/meters/ DCUs out of which 3330 nos. should be under single contract" and provided services to Govt. /companies / firms / entities/ RAPDRP System integrators / Pvt. power utilities in India.			The provisions of Bid Documents shall prevail.