

<b>Amendment -II</b>			
<b>RFP GEM/2023/B/4081462, dated 13.10.2023</b>			
Sl. No.	Tender Page No. /Section No./ Clause No.	Original Clause as per RFP	New/Modified Clause
1	Page No. 99 of the Rfp document, Annexure H of Section VII: Definition of Unit Cost – Financial Format	"Consumers considered for payment will be the no of consumers identified by the Technology Solution Provider (TSP)."	"Consumers considered for payment shall be the no of consumers provided by the Discom for analytics to the concerned Technology Solution Provider (TSP) subject to achieving a baseline of minimum 60% success rate in respect of consumers identified by TSP in a month."
2		"For eg. If the TSP provides an identified detailed list of 1000 consumers to a Particular DISCOM, then the payment will be considered for the same for that particular month."	"For eg. If the Discom provides a consumer base of 1000 consumers to a concerned Technology Solution Provider (TSP), then the payment will be considered for 1000 consumers for that particular month subject to achieving a baseline of minimum 60% success rate in respect of consumers identified by TSP in a month."

Note:

1. Above changes are applicable wherever mentioned in the relevant section/clauses of the tender document and shall prevail over others.
2. **The bidders are requested to re-submit the financials after considering the above Amendment for Module A – Loss reduction.**
3. Unit of cost shall be the No. of Consumers per month per Discom (consumers provided by the Discom for analytics subject to achieving a Baseline of 60% success rate in respect of consumers identified by TSP in a month) for Sub-module A.1 & A.2 (Billing Efficiency and Collection Efficiency)
4. Unit of cost shall be the No. of DTRs per month per Discom (DTRs provided by the Discom for analytics subject to achieving a Baseline of 60% success rate in respect of DTRs identified by TSP in a month) for Sub-module A.3 (Improvement in Technical Losses)

**Pre-Bid Clarifications 2**

**RFP GEM/2023/B/4081462, Dtd 13.10.2023**

Sl. No.	Reference	Page No./ Clause No.	Bidder's Query	Clarification to Bidder
1	vi., "Once RECPDCL approaches any Discom and give the presentation, the related empanelled agencies shall not make any direct efforts without consent of RECPDCL for taking up of any assignment related to the concerned problem statement in that Discom. If any such case arises, then the agency shall be delisted from the empanelment."	In page 42 Section 4.6	(i) Before RECPDCL approaches a particular DISCOM and gives presentation, will each empaneled vendor be asked for consent whether they want to proceed with arrangement for selected DISCOM & offer proposal or not ? (ii) What will be the steps & process of lead generation and closing them for RECPDCL ?	Concerned empanelled vendor shall be asked for making presentation to the Discoms. Also refer to Sl. 22 of Clarifications 1 issued.
			Once RECPDCL approaches a particular DISCOM and gives presentation: o What will be expected time for closure of order after presentation ? o After what period of time will empaneled vendor be allowed to independently pursue direct efforts to solicit independent order ? o If proposal is rejected by a DISCOM, then will empaneled vendor be allowed to independently pursue direct efforts to solicit independent order ?	PI refer Sl. 23 of Clarifications 1 issued. RECPDCL shall communicate to TSPs as and when confirmation is received from the Discoms
2	"Discoms will be approached with the proposed solutions and based on discussions, the final proposal will be prepared and submitted to Discoms as per the actual scope of work defined by the respective Discoms. Based on the finalized scope of work with Discoms, the TSPs will be asked to submit the revised estimates comparing the finalized scope with scope of work as per empanelment. However, the estimate to be submitted by agencies should not be more than the price discovery." If DISCOM increases scope of work, how will clause "estimate to be submitted by agencies should not be more than the price discovery" be followed as cost will naturally increase?	In page 42 Section 4.5	How will Scope of Work variations be handled as per DISCOM requirements?	PI refer Sl. 26 of Clarifications 1 issued. The scope of work finalised with Discoms shall be in line with the solution provided under Powerthon 2022.
3	In page 99 ANNEXURE - H: Financial Bid "Definition of Unit Cost – Financial Format"	Page 99 of Bid Document	ii. How will the success rate Baseline be calculated ?	PI refer Sl. 27 of Clarifications 1 issued. The mechanism of calculation of success rate of Baseline for the consumers identified by the TSPs shall be finalised based on discussion with Discoms.
	Isn't the suspected consumer details in long list form against the objective of Artificial Intelligence & Machine Learning solution?	NA	How & why will a dynamic and learning AI & ML solution generate a long list in one go?	The payments shall be linked to number of consumers provided by the Discoms for analytics to the concerned TSP (back to back arrangement with Discoms) subject to achieving a Baseline of minimum 60% success rate iro consumers identified by the TSP per month, will enable the TSPs to provide accuracy in number of leads in a month, which will also benefit the Discoms. Also refer to Amendment II issued.
4	In page 97 ANNEXURE - H: Financial Bid section A for Billing Efficiency sub-module, shouldn't current method of empanelment align with core idea of Powerthon to offer utilities multiple choices of different solutions & revenue models? Kindly clarify on below issues.	Page 97 Annexure H	Why was a single business model of "per consumer per month" chosen? Why are we asked to offer our solution on a generalized model and not relevant to our solution? Why should DISCOM be offered solution on "per consumer per month" model only?	As the problem statement includes improvements in Billing efficiency which will also depend upon number of consumers. The payments shall be linked to number of consumers provided by the Discoms for analytics to the concerned TSP (back to back arrangement with Discoms) subject to achieving a Baseline of minimum 60% success rate iro consumers identified by the TSP in a month, which will enable the TSPs to provide accuracy in number of leads in a month and also benefit the Discoms. Also refer to Amendment II issued.

Sl. No.	Reference	Page No./ Clause No.	Bidder's Query	Clarification to Bidder
5	In page 97 ANNEXURE - H: Financial Bid section A for Billing Efficiency sub-module	Page 97 Annexure H	<p>If A is asked to match rate of B then how is A supposed to provide above higher level of performance? Should they be considered equal for purpose of empanelment and be entitled to equal remuneration under it? How is performance weighted here? How does success rate criteria and current model protect DISCOM in scenario when "Per consumer per month" or "Per consumer identified per month" model leads to a payment for utility due to very low average revenue generation per case? How can a solution with comparatively higher ROI and higher cost/expenses match such L1 bidder rate without compromising quality?</p>	<p>As the problem statement includes improvements in Billing efficiency which will also depend upon number of consumers. The payments shall be linked to number of consumers provided by the Discoms for analytics to the concerned TSP (back to back arrangement with Discoms) subject to achieving a Baseline of minimum 60% success rate iro consumers identified by the TSP in a month, which will enable the TSPs to provide accuracy in number of leads in a month and also benefit the Discoms. Also refer to Amendment II issued.</p>
5	In page 97 ANNEXURE - H: Financial Bid section A for Billing Efficiency sub-module	Page 97 Annexure H	<p>How are 2 products with different Scope of Work, operational costs and performance be expected to match same rate ? Kindly clarify on below issues.How can separate Scope of work, solution components &amp; features match the same rate ? How is it possible for TSP with bigger Scope Of Work, more intricate solution &amp; higher performing solution to match the rate of other solution with less intricate &amp; lower performing solution without cost-cutting &amp; compromising quality? Why should products with smaller Scope of Work, lower performance &amp; ROI receive advantage due to rate? How will TSPs suddenly operate on same rate &amp; cost post-empanelment?</p>	<p>As the problem statement includes improvements in Billing efficiency which will also depend upon number of consumers. The payments shall be linked to number of consumers provided by the Discoms for analytics to the concerned TSP (back to back arrangement with Discoms) subject to achieving a Baseline of minimum 60% success rate iro consumers identified by the TSP in a month, which will enable the TSPs to provide accuracy in number of leads in a month and also benefit the Discoms. The scope of work finalised with Discoms shall be in line with the solution provided under Powerthon 2022. Also refer Sl. 26 of Clarifications 1 and Amendment II issued.</p>
6	<p>A. Definition of Unit Cost – Financial Format</p> <p>"DISCOM will opt for a set of consumers (Region wise/Division wise/Zone wise etc.) for the preferred solution. The Go-live will be considered after achieving a Baseline of 60% success rate (Random Sampling) in the UAT. Consumers considered for payment will be the no of consumers identified by the Technology Solution Provider (TSP) . For eg. If the TSP provides an identified detailed list of 1000 consumers to a Particular DISCOM, then the payment will be considered for the same for that particular month. If at any time, the success rate Baseline is found below 60%, no payment will be made for the same month."</p>	Page 99 Annexure H	<p>It is requested that the price bidding be based on the number of consumers in the assigned territory and not only on the leads provided, due to the following considerations: Contract Value, Business Model, AI/ML algo learning, Discom Perspective, Definition of 'success' for UAT.</p>	<p>As the problem statement includes improvements in Billing efficiency which will also depend upon number of consumers. The payments shall be linked to number of consumers provided by the Discoms for analytics to the concerned TSP (back to back arrangement with Discoms) subject to achieving a Baseline of minimum 60% success rate iro consumers identified by the TSP in a month, which will enable the TSPs to provide accuracy in number of leads in a month and also benefit the Discoms. The mechanism of calculation of success rate of Baseline shall be finalised based on discussion with Discoms. Also refer Sl. 27 of Clarifications 1 and Amendment II issued.</p>
7	<p>As per the RFP document Clause "9.1 ..... The SP hereby grants to RECPDCL a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free license to use all material disclosed to the RECPDCL under the Contract. Nothing contained herein shall be construed as transferring ownership of any Intellectual Property Right from the SP to the RECPDCL."</p>	Page No. 57	<p>While clarifying that there is no transfer of Intellectual Property Rights, the clause seems to suggest that the TSP shall provide a perpetual license even beyond the 2 year contract period of empanelment. This may please be clarified as this amounts to providing the rights for all time to come to use the solution free of cost after 2 years. We may also point out that these are SaaS (software as a service), cloud-based solutions – there is no license unlike on premises for conventional software solutions.</p>	<p>RFP conditions shall prevail. It is to clarify that the licenses, SLAs etc. shall be according to the term of contract with the particular Discom. Also refer Sl. 28 of Clarifications 1 issued.</p>

Sl. No.	Reference	Page No./ Clause No.	Bidder's Query	Clarification to Bidder
	As per the RFP clause 4.6 "Selection of Bidder for taking up the assignment /Work Allocation: vi. Once RECPDCL approaches any Discom and gives the presentation, the related empaneled agencies shall not make any direct efforts without consent of RECPDCL for taking up any assignment related to the concerned problem statement in that Discom. If any such case arises, then the agency shall be delisted from the empanelment"	Page No. 42	We would request to prescribe a clear process, and assign a timeline to make the clause definitive - Period from the day RECPDCL gives the presentation till consent of the Discom be defined so that beyond the timeline there is no restriction on the TSP to approach the respective. This will ensure that there are synergies between RECPDCL team and the TSPs efforts to promote these solutions to the Discoms in the overall interest of all parties	Pl refer Sl. 22 & 23 of Clarifications 1 issued. RFP conditions shall prevail
8	Exit Management Plan: "10.5.7 The Exit Management Plan should cover at least the following: Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment; Handover all developed codes, related documentation and other Configurable Items, if any in his possession	(e) Consequences of Termination Page No. 61	Please exclude handover/ transfer of ownership, title of source codes and algorithms from the exit management plan in all circumstances from the above clauses.	Pl refer Sl.21 of Clarifications 1 issued and Clause 10.6.7 of Section VI of the Rfp. RFP conditions shall prevail. Nothing contained herein shall be construed as transferring ownership of any Intellectual Property Right from the SP to the RECPDCL.
9	Delisting of empaneled agencies as per New Clause A in amendment 1 of response to prebid queries	Amendment 1	Please clarify if delisting will be treated as equivalent to Debarment or Blacklisting. Also please clarify what shall be the repercussions if any of delisting for the TSP.	It includes de-empanelment of the agency for the related services under this tender.
10	Definition of Unit Cost – Financial Format: Consumers considered for payment will be the no of consumers identified by the Technology Solution Provider (TSP) . For e.g. If the TSP provides an identified detailed list of 1000 consumers to a Particular DISCOM, then the payment will be considered for the same for that particular month.	Page No. 99 of the Bid document, Sl No 15 of Clarification-1 issued	Please clarify if this means the numbers of leads shared by the TSP?	Please refer to the Amendment II.
11	In page 97 ANNEXURE - H: Financial Bid section A for Billing Efficiency sub-module	Page 97 of Bid document, Sl No 29 of Clarification-1 issued	For Billing Efficiency module instead of “per consumer per month” or “per consumer identified per month”, we suggest best revenue model would be “certain % of amount generated using solution in a month”.	Please refer to the Amendment II.