

Sr. No	Clause No	Statement as per RFP	Vendor Comment	RECPDCL Comment
1	Page 5 & 22- Clause 34.1	The EMD of unsuccessful bidder will be returned within 210 days after the contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) i.e. 10% of the Contract Value	We request you to amend the clause as PBG 10% on Ex works value of contract to avoid financial burden on bid.	No change is envisaged. Provision of bid document shall prevail.
2	GCC Clause 5.10	Security: The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site.	We would like to highlight that security of the material installed/verified in the field will not be in the scope of bidder.	As mentioned in Vol.1 Section VII, Clause 14.3, bidder shall provide insurance of all equipments till user acceptance. Thereafter, employer shall be responsible for security of the system.
3	GCC Clause 10.1	Taxes & Duties -The Contractor shall be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Employer	We understand that after implementation of GST only one tax is applicable. Any other tax other than GST is not applicable in the tender.	Bidder to confirm all the taxes applicable in J&K State by itself, before bidding.
4	GCC Clause 10.6	Taxes on Works Contract, Turnover Tax or any other similar taxes under the Goods and Services Tax Act for services to be performed in India, as applicable is included in Contract Price and Employer would not bear any liability on this account.	Please confirm the rate of taxes if applicable.	Bidder to confirm all the taxes applicable in J&K State by itself, before bidding.
5	19.1-80	Test and Inspection The Contractor shall at its own expense to carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract. (i.e.1% of the meters). Maximum of 5% of the meters may be tested per annum during O&M Phase.	Please confirm the scope of 5% testing per annum during O&M phase.	Refer Amendment 2

6	Volume-I : Section-IV General Conditions of Contract (GCC) 20B	Electrical Inspector inspection After successful completion of the work permission from State Electrical Inspectorate is required. Necessary fee etc. shall be paid by the Employer. It shall be responsibility of the contractor to obtain such permissions on his own cost.	We under that this clause is applicable for high end metering projects.	Refer Amendment 2
7	GCC Clause 22.8.1	At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period.	As per clarification, latent defect is defined as defect if more than 0.5% of installed meters fail due to similar nature defect in a continue slot of 6 months after 3 years of guarantee period .	Refer Amendment 2
8	GCC Clause 32.1	Force Majeure "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor,	Looking to the sensitive area some more parameters are to be added since these are not in control of bidders. e.g, civil unrest , stone pelters , flag march, terrorist activity, extreme weather conditions , Political	No change is envisaged. Provision of bid document shall prevail.
9	GCC-2.1.1	Single Contract: For supply of all equipment and materials and for providing all erection services including inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied and any other services specified in the Contract Documents.	We would like to request that separate PO/LOA should be released for supply, installation & FMS part.	No change is envisaged. Provision of bid document shall prevail.
10	Volume-I : Section-VI 2.1.4	Fourth Installment (10%): Ten percent (10%) payments of supply portion against various items of price schedule shall be paid on Successful completion of all responsibilities and obligations and Go-Live of the complete AMI system-	As per amendment (Vol 1, Section VI, Appendix A,3) we understand that fourth installment of supply portion shall be released lot wise (40,000 meter per lot) after successful billing cycle for continuous three months. Please confirm.	The fourth installment of supply portion shall be paid after Go-Live of Complete system i.e. Go-Live of 2 Lac meters
11	Vol. I, Section VII Clause 10.1	The scope of installation work is two-fold and shall include the cost of all labor (electrical, civil and others)	Please elaborate the scope of bidder for civil work.	The civil works required for RF network establishment and meter installation shall be in the scope of bidder

12	Vol. I, Section VII Clause 13.2	Applicable penalty	<p>Subject clause is very stringent so please change the penalty clause as under :-</p> <p>>=95%-- No penalty >= 80% to < 95%-- No payment towards non-reporting consumer Meters.</p> <p>Below 80 %-- All situations for non communion should be evaluated. If it is purely because of meter, comms module then only deduction shall be there.</p>	No change is envisaged. Provision of bid document shall prevail.
13	Vol. I, Section VII Clause 14.2.7	<p>Spare Inventory :</p> <p>The Contractor shall decide the items and components to be maintained as spare but a minimum number of spares but not limited to as given Table below shall be kept at the respective Centres.</p>	We would like to suggest that Bidder should have inventory as per requirement to meet the SLA	Refer Amendment 2
14	Vol. I, Section VII Clause 14.2.13	Deduction of 1% of quarterly FMS charges for every 0.5% or part there of decrease in availability under 99.5% subject to a maximum of 50% of quarterly FMS charges	SLA penalty on data availability is already taken care in NIT	The penalty mentioned is for system uptime which is defined in terms of Severity levels as defined in the bid document while SLA is for Data availability at servers.
15	<p>Clause 1./ 1 VOIUME-I: SECTION – VII SCOPE OF WORKS</p> <p>BOM -IT</p>	<p>As per amendment :- The MDM SW shall be supplied for 7 lakh consumers and the data requirement shall be as per IS16444 with frequency mentioned in bid document. Further, the additional MDM licenses beyond 7 Lakh may be procured by the employer in lots of 50,000 on need basis, at the cost proportional to the cost quoted in the financial bid, within the project period.</p> <p>The MDM IT hardware shall be provided for 7 Lakh consumer base and can be scaled upto 20 lakh consumers. The cost discovered during bid for each line items shall be valid for next 6 months and same shall be considered for the items required for scaling of IT HW.</p>	<p>Your good self would agree that this tender is only for 2 lakh meter hence MDM should be supplied for 2 lakh consumers or 2.6 lakh consumers considering 30 % expansion & related hardware accordingly to avoid extra financial burden on BID.</p> <p>Kindly amend the clause ,</p>	No change is envisaged. Provision of bid document shall prevail.

16	Financial Bid	<p>Section "LT Service XLPE Insulated" SI.No 4.6 "4.6 OUTER SHEATH : Extruded PVC ST2, outer sheath as per IS:5831/1984, IS:7098 Part 1, IEC:60502 Part - 1, BS:6622, LSOH to BS:7835. shall be applied over armoring with suitable additives to prevent attack by rodents and termites. Outer sheathing shall be designed to offer high degree of mechanical protection and shall also be heat, oils, chemicals, abrasion and weather resistant. Common acids, alkalis, saline solutions etc., shall not have adverse effects on the PVC sheathing material used."</p>	<p>But where as in the Bill of Material (Clause 8) it is mentioned as "Aluminium FRLS LT XLPE unarmoured Cable from LT ABC/Conductor" Request you to clarify weather if we have to supply LSOH or FRLS.</p>	<p>Bidder to provide FRLS cables.</p> <p>All type of cables shall comply relevant IS Standards and type test report shall be submitted by the bidder before commencement of supply.</p>
17	<p>Volume-III : Section-I Hardware requirement, Clause 2.1 Clause 14</p>	<p>Operating system: No Open source OS to be provided</p>	<p>Pls allow the widely used and secure open source Linux based OS like RedHat Linux, Ubuntu for the servers. Linux is a well matured and trusted OS widely used across the data centres and developers and even in NIC. It is supported by community and do not attract licensing fee for use</p>	<p>Refer Amendment 2</p>