

CLARIFICATION-1			
Selection of System Integrator (SI) for Re-Operationalization of AMR system installed under Rural Feeder Monitoring System (RFMS) for Package-A. GEM/2023/B/3268215			
S#	Query	RECPDCL's Response	Nature of response
1	<p>Section/ Clause Ref: Gem Portal, Submission of bid due on 31.03.2023</p> <p>Query: Since site survey needs to be carried out ascertain actual quantum of work, submitting the bid by 31.03.2023 is not practicable</p> <p>Remarks: Kindly refer remarks against point No. 6 below for extension of bid submission date.</p>	In case the submission date is extended, it shall be informed separately on GeM portal/ RECPDCL Website.	Clarification
2	<p>Section/ Clause Ref: GeM Portal, Qty of Cat-1 modems is 2852 Nos and Cat-2 Modems is 4041 Nos</p> <p>Query: In Page 7, Schedule-3, it is mentioned as 4,56,384 Kindly clarify</p>	Category-1 Modems: 15% of the Total Modems in a Package Category-2 Modems: 85% of the Total Modems in a Package FMS : 24 Months (O&M period) x Total Modems in a Package	Clarification
3	<p>Section/ Clause Ref: Section-II, Page 7, Clause 1(f), Page 8, Cl. 3 (xiii) and related clauses elsewhere, Requirement of documents for Consortium</p> <p>Query: As per GCC & SCC consortium is not allowed. Also, it implies that consortium is not permitted, whereas in the previously terminated contracts, consortium was allowed.</p> <p>Remarks: It is requested that for technical experience, Consortium (including any foreign non-leading member of consortium) be allowed.</p>	Please refer Section-VI, Qualification criteria Clause 6.1.	Clarification

4	<p>Section/ Clause Ref: Section-III, Introduction & Objective, Page 15, last Para, The Zonal MDAS servers deployed by respective terminated agencies has to be re-initialized and existing MDAS has to be revived. The successful bidder must arrange support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system. (Reappearing at many other places in the RFP documented)</p> <p>Query: Does the terminated contract have any such provision binding on the previous SI to mandatorily extent such support? What can be the impact of any kind of non- cooperation on the part of the terminator contractor. Is RECPDCL in a position to act as a via media in case of any stalemate?</p> <p>Remarks: This issue needs to be ironed out prior to bid, as the price bid of the fresh bidder as also post-award performance will greatly depend on these aspects.</p>	<p>Existing Clause: The successful bidder must arrange support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.</p> <p>Amended Clause: RECPDCL shall facilitate support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.</p>	Amendment
5	<p>Section/ Clause Ref: Section V – Clause 5.1.1 and Clause 7.2.1, Bidder shall carry out survey of awarded Modem installed at the utility feeders. Survey shall be required to identify the 11 kV Feeder at which Modem has been installed by existing SI and proposed to replace/retrofit or repair as per the category mentioned at Point No. 2.</p> <p>Query: It is necessary that a prospective bidder carryout survey of at least 30% of the locations to identify the reasonable scope of work and to do some trials to ascertain the possibilities. It is expected that this exercise will take a minimum of 2 moths.</p> <p>Remarks: The Authority is requested to kindly extend the bid submission date by 8 weeks; and also inform the concerned Utilities to allow prospective bidders to carryout the site survey and trials at the bidder's risks and</p>	<p>In case the submission date is extended, it shall be informed separately on GeM portal/ RECPDCL Website.</p>	Clarification

	cost.		
6	<p>Section/ Clause Ref: SCC, Page 52 (Ref. to Cl. 1.1(o) of GCC, The Service Provider/Contractor/Bidder is ‘Single entity under the Companies Act 2013 and its amendments or Companies Act, 1956 or, Partnership Firm (including LLP) registered under the Indian Partnership Act’</p> <p>Query: Does this mean that a foreign company which has adequate technical experience/ qualification cannot be a member of consortium in which an Indian Company is lead bidder?</p> <p>Remarks: As requested earlier, non-leading member of consortium be allowed for technical qualification requirements, including any foreign entity</p>	<p>Any foreign company registered under the Companies Act, 2013 may be considered as a consortium partner. Please refer Section-VI, Qualification criteria, 6.7.1 G1. "Sole bidder/Lead bidder/Consortium Partners shall be registered under the Companies Act 2013 and its amendments or Companies Act, 1956 or, Partnership Firm (including LLP) registered under the Indian Partnership Act and should have been in existence in India for last 5 years."</p>	Clarification

7	<p>Understanding of the scope of work is that all existing rural feeders mentioned are under the AMR RDSS scheme and are non-communicative / operational since inception and are unable to provide the desired data on the dashboard. Query: To please provide along with the Lat/Long coordinates - the exact data of the modems with respect to the type of failure broadly categorizing them under a) Physically Missing b) Non operative due to power off condition /circuit failure c) Non-communicative due to cellular network unavailability d) Non communicative due to Software /back haul infrastructure issues d) No SIM card e) Telecom service providers contract expired etc. This will also help establish the key issues of technology, design, obsolescence, maintenance etc. Additionally, DPR / Feasibility report /Report (as stated in the Pre-bid) of thorough study conducted to be shared with bidders. If this data is unavailable, then time and cost be allowed to bidders as a line item for survey etc.</p>	<p>Please refer to Section-V Clause 5.1, Revival of the Field Solution- Bidder shall carry out survey of awarded Modem installed at the utility feeders. Survey shall be required to identify the 11 kV Feeder at which Modem has been installed by existing SI and proposed to replace/retrofit or repair.The cost for the same to be suitably incorporated in the financial bid.</p>	<p>Clarification</p>
8	<p>In various clauses of the BID, REC has taken a stance of being a co-coordinator between the DISCOM, exiting vendor and new vendor for works such as access to substations, communication with the key personnel and also facilitating talks with the existing vendors for Tech Support, joint inspection of site and verification of modem status by REC along with vendor and DISCOM, etc.</p> <p>Query: REC to be the nodal agency, formulate a task force team with specific point of contact and ensure complete support is extended to the successful bidder throughout the entire implementation period and execution of the contract. Not only facilitating with written mandates to the state utilities/exiting vendors for</p>	<p>The actions will be taken suitably during execution to ensure the facilitation to the bidder for the smooth rollout.</p>	<p>Clarification</p>

	<p>full co-operation but also levying penalties for non-cooperation, inordinate delays etc. Since the successful deployment and roll out will also be dependent on the open access provided by the existing vendor to their source codes, protocols, systems configuration etc. in order to integrate / re-operationalise the existing infrastructure as the case may be. A clause to be added for support under non-cooperation and compliance or relief to the successful bidder under such extraordinary circumstances.</p>		
9	<p>The time for completion of works/contracts has been stipulated as 24 months but a time line of 60 months from “go live” for existing vendors was allowed. Query: The time lines being asked, need to be more realistic keeping in mind the nature of the extensive work and geographical diversity of the installations in every DISCOM. As of now neither REC or the DISCOM can provide for the LAT/LONG coordinates of the feeders in the city / rural areas for helping the bidders in planning their cost estimates. The workable times lines collectively agreed and suggested by all participants during the Pre-NIT conference and also in the Pre-BID meeting is on an average basis about 60 months from the date of Order. Additionally, the period lesser than this will impact the OPEX cost drastically upwards by factors of 3-5X for which REC will need to take re-approvals from the MoP. This may further have an impact on the time lines to successfully implement this scheme. Furtherance of the time lines will also ensure the extended life of the infrastructure installed. This will help REC optimize the purchase price and also ensure reliability and</p>	<p>RFP terms and conditions shall prevail. Refer Section-IX, Attachment to SCC, Clause 9.1, Timelines "This Contract shall continue in full force and effect until the earlier of (a) 2 (two) years six months from the date of execution of the Contract or (b) As soon as the “Modem-Months” exceeds “Total Modem-months, extendable upto balance modem months for each utility till installation of Smart Feeder Meters by respective utilities."</p>	Clarification

	<p>accountability of the vendor throughout the life cycle. REC may also transfer this procurement under any other scheme with a greater fund allocation and achieve fiscal prudence in procurement. The contract period to be extended to 60 months or 48 months with additional incentive to achieve this timeline.</p>		
10	<p>Query: It is stipulated in the BID that the works is on OPEX model and may involve repair / replacement / upgrade modifications / retrofit of modems. In the interest to NFMS the SFMS modems must be retrofitted/replaced with upgraded specifications to meet the latest requirements.REC-Additional features over and above the present specification to be incorporated. Ref Clause 8 below. Also, ref tender specifications of recently floated tenders in SFMS, Ex: Rajasthan.Appointment of Advanced Metering Infraastructure (AMI) Service Provider for Smart System Metering under JdVVNL, tender no TN-IT-30Appointment of Advanced Metering Infraastructure (AMI) Service Provider for Smart System Metering under AVVNL, tender no 2022_AVVNL_288709_1Which was a part of your earlier packages However states have initiated procurement independently.</p>	<p>This RfP is designed for re-operationalization and revival of the existing field solution, hence, modem specifications are kept as per the earlier installed system. Also, all the state utilities mentioned in this RfP's scope are covered under RFMS scheme only.</p>	<p>Clarification</p>

11	<p>It has been stated in the BID under clause (H) “Financial Bid Evaluation” where in the bid of the L1 bidder for Package A will not be considered or the price bid will not be opened for Package B in spite of the bidder having quoted in Package B , this seems like a harsh clause.</p> <p>Query: If LI successful bidder who has also qualified technically in Package A will be debarred from Package B in spite of having quoted or due to some limitations of REC whatsoever – such action may be a breach of natural justice and a deviation from the laid CVC/Procurement guidelines of GoI. Further REC may consider to put in place a process of QCBS for their ease in evaluating and short listing the technically most superior qualified bidders, ring fencing the procurement process from succumbing to inferior technologies and vendors, keeping in mind the sensitivity and poor past experience of this project’s performance. REC to allow the opening of both bids for technically qualified bidders only or float two separate tenders/RFQ’s for both packages. Alternatively, under TSP (Technological Service Provider) scheme/framework award contracts of POC (Proof of concept) for technical evaluation/shortlisting</p>	<p>Considering the geographical diversities and the availability and efficient deployment of manpower by the bidder to achieve the milestones within the stipulated timelines, we are considering 2 vendors for 2 separate packages.</p>	Clarification
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12	<p>The payments made to the vendors will be based on the SLA's.</p> <p>Query: It may be noted while adopting the technology of the existing vendor in those cases where power on / connectivity are established, without having to upgrade / retrofit / replace the modem, the availability of timely and accurate data on real time basis cannot be assured to REC or the DISCOM by the new vendor. The new vendor has to rely on the existing technology and infrastructure and it will become a case of shared responsibility. This will have a severe impact in achieving the desired SLAs of 95% and above. If REC is willing to accept lower SLA of up to 75% as mentioned during the Pre-Bid meeting, then this comprise leads to a loss of the true essence of the project which demands accuracy and real time delivery of feeder data parameters for monitoring and analytics. Higher SLAs, timely payments and minimum disputes will ensure the smooth execution and running of the project. REC-SLAs of 95% must be stipulated. It may become more imperative to ensure that technology upgrade for each modem should be such that these levels of SLA's are achieved and shift the onus on the vendor.</p>	<p>RFP terms and conditions shall prevail.</p> <p>Refer Section-IX, Attachment to SCC, Clause 9.3, Service Level Agreement "MDAS/ HES Application Availability - 99% application availability End-to-End Communication Availability - 90% of end-to-end communication availability"</p>	<p>Clarification</p>
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13	<p>Usage of Superior Technology during this critical upgrade and re-operationalization Query: The technology is changing at a fast pace and the current modems installed in the field might not be able to cope up well. During this revamp, it should be the responsibility of the Vendor to retrofit / replace the systems with the latest technologies prevalent and being used for such FMS systems with provision for future upgrades as the existing electronics / technology is closer to reaching obsolesce. Some such suggestive key aspects that REC should consider are as follows: a) GPS feature – provide lat long coordinates – helping geo mapping the location thus reducing down time during O&M this would also help the utility achieve one of its objectives to improve the quality supply. This would mitigate the risk of erroneous data with incorrect time and date stamping due to meter RTC drift. b) Dual SIM – This requirement is very specific keeping in mind the inadequate signal strength of the GSM networks which vary from one operator to the other. Thus, a fall back or switch over to the best network / service provider will always be an added technological advantage. c) The upgrade should ensure compatibility to 4G / 5G networks with provision to accept new technologies in the future. This will ensure that constant procurement of new equipment by REC for small upgrades will not be required every time hence a saving of valuable resources. d) System should be such that its can be easily integrated with the National Feeder Monitoring System and meet its real time data availability requirements. REC should consider these technical specifications as key imperative modem requirements and evaluate bidder's performance based on this.</p>	<p>This scheme is designed for revival of existing solution, hence, modem specifications are kept as per the existing installed system with minimal upgradation.</p>	<p>Clarification</p>
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14	<p>Others clause for due consideration in the Terms and Conditions of the RFQ</p> <p>Query: Looking at some of the current bottlenecks being faced by various existing vendors, the following points may be considered so that the execution phase is seamless without bottlenecks and results in a win-win situation for all stakeholders. a) Regarding payment terms. REC to preferably provide some mobilization advance. Around 60% of Capex on delivery of material and 40% on go-live (all payments to be made within 15 days of raising of invoice by the vendor). b) REC to define Go live as and verified from the data availability on the portal for XX number of days. The payments towards go-live to be done on a monthly basis based on installations and integrations completed for the month. c) REC to define O&M which is to start immediately for the sites, once verified to be completed and will be a cumulative number that keeps increasing month on month based on site completion. d) REC to define SLA which will be verified online by REC for monthly O&M payment to be done by them without the role of the DISCOMs, to reduce impediments in the payment cycle. REC should consider these aspects for ease to vendors in initiation, execution and ramp up phases.</p>	<p>The proposed terms and conditions are already being suitably considered in the RFP.</p>	<p>Clarification</p>
15	<p>Query: 9-12 month Required for Impelemation work for surevy of site & re-established in communication of all devices.</p>	<p>RFP terms and conditions shall prevail.</p> <p>Refer Section-IX, Attachment to SCC, Clause 9.1, Timelines</p> <p>"Award of work to agency for Re-operationalization and O&M of RFMS -T=0 month</p> <p>Re-operationalization of the modems as per the categories defined in the detailed scope- T+6</p>	<p>Clarification</p>

		<p>months Updating old MDAS/ implementation of new MDAS for the system- T+6 months O&M of the modems as per the scope of work - Till the Completion of contract*</p>	
16	<p>Query:After Implemation , FMS period should be 3 years to get the full payment of modem.</p>	<p>RFP terms and conditions shall prevail. Refer Section-IX, Attachment to SCC, Clause 9.1, Timelines"This Contract shall continue in full force and effect until the earlier of (a) 2 (two) years six months from the date of execution of the Contract or (b) As soon as the "Modem-Months" exceeds "Total Modem-months, extendable upto balance modem months for each utility till installation of Smart Feeder Meters by respective utilities."</p>	Clarification
17	<p>Query: RECPDCL should pay the cost of burnt, Missing modem and accessories during FMS period due to discom mishandling.</p>	<p>As per the Defined scope under Section-V, Clause-5.1 Annual Maintenance Contract, Any Modem/associated items which gets defective/burnt during the Comprehensive AMC period (due to any reason including surges) shall be required to be replaced by the agency without any additional cost burden on RECPDCL.</p>	Clarification
18	<p>Query: Few meter Non Containing Load survey data of 15/30min ineterval, only Instant & Billing data is stored in meter .How to calculate Golive & AMC.</p>	<p>All the feeders installed with modems shall contain the load survey data. Please refer to Operational Go-live definition as defined in Section-IX Clause 9.2 of the RFP.</p>	Clarification
19	<p>Query:Delay verification in AMC, so verification of AMC & Invoice should be done by REC only, discom involvement should be avoid.</p>	<p>The proposed terms and conditions are already being suitably considered in the RFP.</p>	Clarification

20	<p>Query: Existing modem system condition at site is not known by any one, so there need to be carry out field survey of all location before project implementation and the BOQ will be finalized after result of field survey (conforming to 100% deviation clause). so requesting include field survey as a separate component in BOQ.</p>	<p>Cost of survey to be suitably incorporated in the financial bid. Please refer Section-IX SCC Clause 2.4.2-Quantity and Cost Variation.</p>	Clarification
21	<p>Query: Quantity of modem is not confirm so separate MDAS application consider as separate line item in BOQ.</p>	<p>Please Refer to Schedule-2 (MDAS & Other Software Cost) in the Financial Bid.</p>	Clarification
22	<p>Query: We observed, discom not rectify discom issue case like (CT/PT, Meter Faulty & RTC failure etc) so considering the same REC should be paid monthly payment to get full payment of Modem as modem cost covered in monthly AMC.</p>	<p>In case of un-natural event, which is not under the control of the SI & not dependent on the bad workmanship/defect of the manufacturer of the equipment/material, modem, etc., related to the project for which RfP pertains to, the same will be suitably compensated.</p>	Addendum
23	<p>Query: Support required from existing vendor for Application / Software /modem Firmware/ other necessary file/Hardware configuration is mandatory to operate pre-installed modem.</p>	<p>Existing Clause: The successful bidder must arrange support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.</p> <p>Amended Clause: RECPDCL shall facilitate support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.</p>	Amendment
24	<p>Query: Minimum communication SLA should consider as 60 % as there is (old bidder modem) are also required to maintain.</p>	<p>RFP terms and conditions shall prevail.</p> <p>Refer Section-IX, Attachment to SCC, Clause 9.3, Service Level Agreement, 9.3.4 Penalty for delay 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. 3 of Form-4) on total number of non-reporting feeders</p>	Clarification

25	<p>Query: In RAPDRP it was mandate TPA with NSP for provide proper network connectivity on no network area and there services.</p>	<p>RFP terms and conditions shall prevail.Refer Section-IV, General features of System, Clause 4.1, OverviewSystem Integrator must ensure that the data is transferred successfully to new/existing Zonal MDAS solutions further integrated with Centralized MDAS solution. To achieve this, the bidder may replace/retrofit or repair the modem, it's accessories or SIM cards etc. and make the system fully functional.</p>	Clarification
26	<p>Query: Scope of Sim Payment:- should be paid by REC/Discom till AMC/Go-live declare.</p>	<p>RFP terms and conditions shall prevail. Refer Section-IX, Attachment to SCC, Clause 9.3, Service Level Agreement, 9.3.7 Guarantee 9.3.7.5 The cost of any operation & maintenance works rendered necessary during the Contract period due to defect in modems, associated software, SIMs etc., shall be borne by the contractor and the Owner shall not be liable to pay any amount towards such O&M works.</p>	Clarification