

Clarification - 1			
Request for Proposal (RfP) for “Selection of System Integrator for Re-operationalization of AMR System Installed under Rural Feeder Monitoring System (RFMS)” for Package-A GEM/2022/B/2917488 Dated: 28-12-2022			
S#	Query	RECPDCL’s Response	Nature of response
1	The Modems and the MDAS applications were earlier installed by other vendor. How that vendor will support?	As already mentioned in the RFP terms and conditions, The successful bidder must arrange support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.	Clarification
2	To debug any other vendor’s software application is much difficult as well as time consuming than implementing our own new MDAS application. It’s not clear how to run 2 parallel MDAS applications (existing for x number of modems and our new for y number of modems). We suggest to implement new MDAS application for all Modems.	The solution may be suitably designed as per the bidder. Any integration with existing hardware and firmware shall be in the scope of the bidder. Please refer to clause no.4.2 under section-IV of RFP.	Clarification
3	The number of faulty modems (fully not working or with any minor faults) is tentative or assumed, which may vary as advised during the pre-bid meeting and also few DISCOMs may operate bid themselves, then how can we conduct full / partial survey to work out approximate efforts estimation prior to bidding. We suggest this survey / quantity is to be made by RECPDCL and come up with firm quantities with maximum +/- 5% of the quantity variation.	RFP terms and conditions shall prevail.	Clarification
4	The 6 months’ time period to execute the work is practically too short when we have to manage work in 6 different states and 7 DISCOMs. We suggest to make it at least 12 months.	RFP terms and conditions shall prevail.	Clarification
5	The bid submission due date is therefore required to be extended for at least 1 month i.e. till 18/02/2023.	Shall be informed separately, if extended.	Clarification
6	On some pages of tender document O&M is mentioned for 5 years. As per the price schedule and BoQ, it is understood to be of 2 years. Please clarify.	O&M Period shall be 2 years. Please refer to clause 5.1 under section-V of RFP.	Clarification
7	It’s anticipated that the terminated agency, who had earlier implemented the system will not be allowed to participate in the bidding process.	Please refer Point (c).ii Clause 3 under Section-II of RFP.	Clarification
8	Support required from existing vendor for Software/Firmware/ Hardware configuration is mandatory to operate pre-installed modem.	As already mentioned in the RFP terms and conditions, The successful bidder must arrange support from the terminated agencies including their partners, Firmware agency etc. for reviving the entire system.	Clarification
9	What is action on Faulty modem and accessories. In case replacement required,	Please refer to Clause 9.2 under Section-IX (SCC) of RFP.	Clarification

	kindly confirm Payment term.		
10	What is action on Missing modem and accessories, In case new modem & accessories required to install kindly confirm Payment term.	Please refer to Section-V (Scope of Work) of RFP and Clause 9.2 under Section-IX (SCC) of RFP.	Clarification
11	How to handle Faulty /scrap modem accessories and whom to return.	The hardware and accessories removed from site will be handed over to RECPDCL's nominated representative for the Discom.	Addendum
12	Schedule time line for Software Licensing/ Technology/ Application/ Server sharing.	The software can be provided in subscription or perptual model to be hosted on the SI's cloud. Accordingly, the financials have to be entered in different sections of financial bid. Further, incase of subscription, the licenses will be extended on prorata basis after the O&M Period.	Addendum
13	Targeted Time line for visit & re-established in communication of all devices.	RFP conditions shall prevail.	Clarification
14	What is the payment criteria for Non-Go-live feeder after resume the communication.	Please refer to Clause 9.2 & 9.3 under Section-IX of RFP.	Clarification
15	Go-live & AMC milestone should be relaxed.	RFP conditions shall prevail.	Clarification
16	Scope of Sim Payment:- should be paid by REC/Discom till AMC/Go-live declare.	RFP terms and conditions shall prevail.	Clarification
17	Tender Shall be float by State wise / package wise/ Agencies wise.	Tender is floated package wise. All utilities under a package shall be covered by the successful bidder.	Clarification
18	If modem installed on 11kV Incomer that should be consider for AMC.	This scheme is designed for revival of existing solution, hence, only the feeders where the modems were installed earlier should be considered as eligible feeders.	Clarification
19	Few meter having in Modbus & Non Containing Load survey data, How to calculate Go-live etc & AMC.	Please refer to clause 9.2 & 9.3 of the Section-IX of RFP.	Clarification
20	Delay verification in AMC, so verification of AMC & Invoice should be done by REC only, discom involvement should be avoid.	Receipt of invoices from the SI shall be processed after submission of SLA report by SI and acceptance by RECPDCL as mentioned in the Payment deliverables in the clause 9.2 under Section-IX (SCC)	Clarification
21	Go-live & AMC milestone should be relaxed.	RFP terms and conditions shall prevail.	Clarification
22	Field Survey cost should be in payment line item to get actual quantity of device to be re-operate.	RFP terms and conditions shall prevail.	Clarification

23	Discom issue case (CT/PT, Meter Faulty etc.) should be paid by REC to get full payment of Modem as modem cost covered in monthly AMC.	As detailed in Clause 9.3.3 under section-IX of RFP, the stated count shall be excluded from SLA i.e shall be considered for payment. For Eg:- Total no of modems communicating = X Modem not communicating due to vendor issue = Y Modem not communicating due to discom issue = Z Average % availability of data = (Total number of slots recorded for all feeders+total no of slots which would have been available for Z feeders)/ (Total number of slots available in a month) x 100	Clarification
24	TPA with NSP for payment for there service to avoid sim disconnection due to non-payment as well as no network area.	RFP terms and conditions shall prevail.	Clarification
25	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. Request to REC: To please provide 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 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	As mentioned in the scope of work, 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 to for the same to be suitably incorporated in the financial bid.	Clarification

26	<p>The BID stipulates a quantity variation clause being considered which allows REC to change or exclude any state/ states/ city/ cities/ Feeders out of the scope after the BID has been awarded or even during the process of implementation/ deployment by the vendor. It has also been mentioned during the pre-bid meeting that many states have been excluded from this tender/RFQ, for example very recently during Pre-NIT meeting held at REC on 9th Nov 2022, Rajasthan with an approx. number of 15492 feeders was a part of the scope but now it is not as the DISCOMs are independently going with procurement through their own process of competitive bidding/tenders/RFQ's. Such large variations will definitely be an impediment. Equally additions at a later stage to the quantity will also handicap the bidder in arriving at the most economical cost basis based on the principal of demand fore casting, as each vendor is required to outsource certain products and services. Further REC to also confirm the exact number, as many state Utilities have floated similar RFQ's/ tenders and in some cases procurement process has also been completed or is in process, for example the Ajmer and Jaipur DISCOMS. This is a must to avoid any duplicity in procurement and lastminute deviations/corrigendum etc. Request to REC: To please provide firm quantities and limit the variations. More over to consider input cost escalations of raw material like electronic components, taxes and duties, labour etc by inclusion of price variation clause in the bid. Which is a fair practice followed the GoI, under their procurement guidelines. A price variation clause based on the average price index may be added in the BID with a limitation to the variation in quantities limited to +/- 10%.</p>	<p>The scope of Rajasthan Discoms is not included in the floated packages A and B. All other RFP terms and conditions mentioned for quantity and cost variation shall prevail.</p>	Clarification
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27	<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. Request to REC: 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 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 penalty to DISCOMs / Existing Vendors for non-cooperation and compliance or relief to the successful bidder under such extraordinary circumstances.</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>
28	<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. Request to REC: 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 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</p>	<p>RFP terms and conditions shall prevail.</p>	<p>Clarification</p>

	contract period to be extended to 60 months or 48 months with additional incentive to achieve this timeline.		
29	<p>It is stipulated in the BID that the works is on OPEX model and may involve repair / replacement / upgrade modifications / retrofit of modems and in this situation the assets like modems and associated infrastructure are to be handed to the vendor – in case of replacement of existing non operative modems with new operative modems, there will be a process of return of these inoperative modems to REC / DISCOMs store and / or a defined salvage value will be given to the vendor for this. Request to REC: REC to indemnify the vendor against any financial loss and legal claim filed on REC / Vendor by the earlier vendor with respect to the fresh work being conducted on the earlier supplies made to REC for which their contracts/work orders have been terminated and all necessary action has been taken in this regard, as the assets will be handed over to the New Vendor on a “As Is Where Is Basis” only. Indemnity clause may please be added. A buy back or salvage value of the assets may be introduced.</p>	<p>RECPDCL shall handover the system during the award of the contract to the bidder on As-Is Where-Is basis for repair/replacement.</p> <p>The hardware and accessories removed from site will be handed over to RECPDCL’s nominated representative for The Discom.</p>	Addendum
30	<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>Request to REC: 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</p>	<p>RFP terms and conditions shall prevail.</p>	Clarification

31	<p>The payments made to the vendors will be based on the SLA's. Request to REC: 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. 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>	RFP terms and conditions shall prevail.	Clarification
32	<p>Usage of Superior Technology during this critical upgrade and re-operationalization Request to REC: 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</p>	This scheme is designed for revival of existing solution, hence, modem specifications are kept as per the installed system.	Clarification

	<p>small upgrades will not be required every time m 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 them during the technical evaluation process.</p>		
33	<p>Others clause for due consideration in the Terms and Conditions of the RFQ Request to REC: 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>