

Date: December 13, 2019

E- Tender No. Smart_Metering/Himachal_Pradesh/A136 Date: 20.9.2019

Clarifications to Queries
with respect to
Amendment No. 3
to
Request for Proposal (RfP)
for
Selection of AMI Implementing Agency
for
Implementation of Smart Metering
in
Shimla and Dharamsala City in Himachal Pradesh

Clarifications with respect to RfP (Volume – I)

S.No	Reference Clause	Existing Provision after Amendment No.3	Queries raised by Bidders	Reply/Clarification
1.	Volume-I	Last date and time for online bidding – 17.12.2019 upto 15:00 hrs	We request you to provide an extension of 2 weeks	Please refer Amendment No. 4 to RfP.
2.	Important Dates and Amounts	Last date and time for receipt of RFP – 17.12.2019 upto 15:00 hrs	We request you to provide an extension of 1 week	
3.		Technical Bid Opening – 17.12.2019 at 15:30 hrs	Please extend the Bid submission date by at least 3 weeks	
4.	Volume-I	The Proposed MDM should have been integrated with Head End Systems/ MDAS system of the Meter manufacturer with whom the MDMP is collaborating for this bid plus minimum 2 other Head End Systems/ MDAS system and 2 different billing system in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2012-13 onwards) till the date of submission of bid	We understand that the MDM vendor is allowed to participate as subcontractor in multiple bids, However the new clause would restrict participation of MDM vendor to maximum of 1 bid thereby reducing the competitiveness of the bid. Hence we request PFCCL to please revert the clause to original RFP clause	Please refer Amendment No. 4 to RfP.
5.	Clause 4.3.1(D) (Qualifying Requirement- QR For Meter Data Management Provider - Ease of integration with HES/ MDAS and Billing)		The changes made will restrict and limit the participation of MDM solution OEMs. As you aware that there are very few MDM OEMs specializing with Smart Meter Data management, this would further limit the MDM OEM partners participation. We request you to change the same enabling the MDMP to participate with all the SI's providing various makes of Smart Meters. This clause may please be restored to the earlier version of the same clause.	
6.	Volume-I Clause 4.15 (Price Bid)	General	100% GST shall be released with the submitted bills Please confirm.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
7.	Volume-I	At the time the Contract is awarded, the quantity indicated in the BoQ of the	We understand that after implementation of the project decrease in the supplied	The provisions of the clause which exists after

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	Clause 5.9.2 (Award of Contract)	Financial Bid shall not be modified. However, PFCCL reserves the right to increase or decrease the number of items under this contract upto 1 year after project implementation i.e. till completion of first year of FMS period, subject to the limit of 20% of the existing number of items, covered under the Contract, without any change in the unit prices or other terms and conditions of the RFP and the Bid	and installed quantity is not possible/ practical so only increased quantity shall be applicable.	issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
8.	Volume-I Clause 6.2.9 (General Conditions of Contract - Interpretation)	In the event of an inconsistency between the terms of the RFP, Bid document and the subsequent Contract, the terms of this RFP hereof along with the clarifications to the Queries of the Bidders and any Amendments issued subsequently shall prevail	Please define sequence of the document to be followed, in case of award of contract. If there is a contradiction in original RFP, amendments which will be referred.	The respective clauses modified as per the latest amendment would prevail over the earlier amendment.
9.	Volume-I Clause 6.18.6 (Terms of Payment)	Payments shall be made promptly by PFCCL, no later than fifty (50) days after submission of an invoice or request for payment by Lead Consortium Member, and PFCCL has accepted it. No interest shall be paid by PFCCL on delayed payments	Successful bidder is to make advance payment to their overseas supplier whereas bidder is getting his payment after 50 days, there will be extra interest cost will be levied which will make bid costing on higher side. We would like to request a change from 50 days to 15 days	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
10.	Volume-I Clause 6.19(S.No.9) (Payment Schedule)	Completion of balance 6 years Facility Management Services (FMS) period: Yearly payments for FMS Period Year 2 to Year 7 (Total 10%) as per below: 1%, 1%, 1%, 1%, 1% & 1%	Considering 6% retention, we found that bid is not competitive. We are ready to give BG of equivalent against retention payment of 6% on operational acceptance.	Please refer Amendment No. 4 to RfP.
11.	Volume-I Clause 6.21.1.1 (Performance Security)	Within fourteen (14) days of the notification of Contract award, provide a Performance Security for project implementation in the form of an irrevocable Bank Guarantee	With the RFP clause and its amendment, bidder is required to submit two different BGs, one for project implementation period second for FMS. It is resulting 20%	Please refer Amendment No. 4 to RfP.

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		valid up to a period of six months after one (1) year from the date of Operational Acceptance of the project, or extended thereafter, to the tune of 10% of the Contract Value excluding FMS Cost for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in Annexure 13. If Contract Performance Security has not been submitted within 30 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of Performance Security amount will be recovered from firm which will be calculated from due date of submission of Performance Security till the actual date of submission of Performance Security	of BG for a period of 1.5 years which will be extra financial burden on the bidders. We would like to suggest to amendment as first BG shall be released within one month of receipt of second BG (for FMS period). In addition to this the value of second shall be ex-works of the FMS cost. Please amend this clause.	
12.	Volume-I Clause 6.31.1 (Liquidated Damages and Penalty)	...if the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, PFCCL shall without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Goods or Related Services of contract value for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of contract value, cumulatively for entire sum of Liquidated Damages across entire contract	LD /penalty shall be applicable only on the delayed portion, kindly amend the clause.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
13.	Volume-I	The complete cover warranty shall remain	We understand that total FMS period is	The clause is self-

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	Clause 6.32.3 (Warranty)	valid for the period of 5 years after operational acceptance of the AMI system by PFCCL/ HPSEB and for the balance period (post warranty) during Engagement of the Contractor, the Contractor shall provide Annual Maintenance Support to PFCCL/ HPSEB at no extra cost	for 7 years and payment will be made for 7 years and or warranty /guarantee shall be limited to 5 years from the date of after lot wise operational acceptance	explanatory
14.	Volume-I Clause 6.40 (Termination)	-	Please add the following new clause: <i>“Termination of contract by Contractor: a. Contractor shall be entitle to terminate the contract for below mentioned reasons, b. If Contractor does not receive the reasonable response within 42 days after giving notice. c. If Owner is unable to provide site front as per agreed schedule d. If Owner is unable to make the payment within the agreed time period e. If the Owner substantially fails to perform his obligation under the contract f. If the prolonged suspension affects the whole of the work. g. If the Owner become bankrupt or insolvent goes into liquidation has a receiving or administration order made against him. Compounds with his creditors or carries on business under a receiver trustee or manager for the benefit of his creditors or if any act is done or event occurs which has a similar effect to any of these acts or events.</i>”	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail

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			<p><i>Compensation due to delay by Employer:</i> <i>Any delay by the Owner or its authorised agents for the reason not attributable to contractor shall lead to following,</i></p> <ul style="list-style-type: none"> <i>a. Compensation on account of additional engagement of vendor manpower, tools, tackles and machineries</i> <i>b. Compensation on account of additional expenses incurred by the vendor to run the site</i> <i>c. Compensation on account of additional cost incurred by vendor for extension of insurance, bank guarantees etc.</i> <i>d. Compensation on account of additional delay in receiving payments by the vendor.</i> <i>e. Compensation on account of variation in commodity and labour prices.</i> <i>f. Issuance of contractual delivery extension without imposition of LD within 15 days from the request by vendor"</i> 	
15.	Volume-I Clause 6.40.3(a) (Termination for Convenience)	PFCCL, by Notice of 30 (thirty) days sent to Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for PFCCL's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective	Please remove the clause	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail

Clarifications to Queries against Amendment No. 3 to Request for Proposal (RfP) for Selection of AMI Implementing Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh

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16.	Volume-I Clause 6.41 (Assignment)	Contractor shall not assign, in whole or in part, their obligations under this Contract	Please amend the clause as per the following: <i>"The Contractor shall be entitled to assign its rights and obligations under this Contract to an entity of any kind succeeding to the affairs of Contractor in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of Contractor to such successor, without prior written consent of the Owner. The Owner expressly consents to execute such necessary agreements hereinafter with the successor. All other terms and conditions of this Contract shall be binding upon the successors in interest hereto."</i>	The concern raised by the Bidder does not pertain to the clause referred. The same is covered in the Format of Contract Agreement provided in the RfP. Accordingly, the provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail.

Clarifications with respect to RfP (Volume – II)

S.No	Reference Clause	Existing Provision after Amendment No.3	Queries raised by Bidders	Reply/Clarification
17.	Volume-II Clause 1.4.1(iii) (Scope of Work)	CT operated three phase Smart Meter (with/without net-metering) with suitable communication technology. The CT operated meters should also have capability to control external switching device, say a potential free contact (1 amp). In future if such a connect-disconnect feature is available for CT operated meters, the provision for pre-paid functionality shall be possible through software at MDM/ HES level.	This is a specific requirement and not supported by IS 15959 Part 3 Standard. The OBIS Codes are also not available for the same in IS 15959 Part 3 Standard. So, we request you to kindly remove this requirement from the technical specifications	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
18.	Volume-II Clause 1.4.1(viii) (Scope of Work)	IT Infrastructure shall be on cloud to host the HES, MDM and Web Applications to provide flexibility to handle all future AMI consumers of HPSEB for next 15 years	Request to amend this clause with 7 years in line with FMS and projected consumer base given in RFP requirement.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
19.	Volume-II Clause 1.4.1(x) (Scope of Work)	Seamless Integration of IT System with the existing system of HPSEBL and to facilitate or provide full support for any new future/ new application/ equipment integration requirement of HPSEB by providing whatever data required by HPSEB at that time by/ through the development of Web Services or any other Services. Development and monitoring of Web Services and any other services shall be in the scope of the bidder. Further, if required, the Contractor has to switch all Smart Metering application and database in other Cloud Service Provider with	Cloud shifting attracts significant financial cost, any shifting during execution or after execution will have extra financial loading because all channel partner / contractors e.g. HES, MDM vendor will have additional sizing considering this clause. Please incorporate this requirement in the BOQ as an optional item.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail

Clarifications to Queries against Amendment No. 3 to Request for Proposal (RfP) for Selection of AMI Implementing Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh

S.No	Reference Clause	Existing Provision after Amendment No.3	Queries raised by Bidders	Reply/Clarification
		details of each and every process to be followed.		
20.	Volume-II Clause 1.4.1(xxi) (Scope of Work)	Baseline Study and formulation of DPR	We understand against this clause, successful contractor require to submit its solution architecture based on survey report carried out by him.	The clause is self-explanatory
21.	Volume-II Clause 1.4.1(xxv)(c) (Scope of Work)	Business Process Re-engineering: Contractor shall do an in depth study of commercial processes of HPSEB to form an understanding of "As-Is" processes being carried out. Based on this understanding a gap analysis shall be done with respect to requirements post deployment of new AMI systems & necessary recommendations for making suitable changes in processes shall be made to HPSEB	This clause is not applicable for project under reference. Business Process Re-engineering is a separate subject and not falling in AMI solution.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
22.	Volume-II Clause 1.4.3 (Scope of Work)	The contractor shall have to maintain the system for Seven (7) years after operational acceptance by HPSEB. During the seven years of maintenance, Contractor shall maintain system availability as mentioned in this document. Contractor shall also maintain necessary spares such as smart meters, routers, etc. to attend problems during maintenance of the system. During maintenance period, contractor shall maintain the service level as explained in this Technical Specifications. The Contractor shall also bear the cost of recurring charges for GPRS/3G/4G, static ISP connection and any license fee for operating RF in	Communication in this RFP will be on the RF based with license free band so this clause is not applicable. Please delete the requirement.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail

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		licensed frequency band till completion of maintenance period		
23.	Volume-II Clause 2.2.1 (Access to Utility Facilities)	PFCCL to facilitate through HPSEB management, safe and reasonable access to utility premises for contractor's personnel and third party vendors. This facilitation shall include, space for data centers, working space including air conditioning, light, ventilation, electric power and outlets. The contractor's personnel shall comply with all applicable rules, regulations and requirements relating to visitors on the premises of HPSEB - Utility shall provide sufficient storage space, however, the safety and security of the stored items shall be the responsibility of the bidder	Kindly specify Data Center Location details (Address) of both Shimla and Dharamsala. We request you to kindly specify the MPLS Band width required at both Data Center locations i.e. Shimla and Dharamsala	The MPLS Bandwidth may be assessed by the Bidder based on data requirements of the project. The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail.
24.	Volume-II Clause 3.3.5.9.1 (Meter Box)	General	RF communication in deep drawn Box is difficult hence we would like to suggest SMC double compartment shall be used for this requirement. Request you to incorporate suitable amendment in BOQ.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
25.			We understand that wooden board will not be in scope of bidder. Kindly also provide type of the meter which will be mounted on pole along with pole details.	
26.		Single Phase Meter Box	Kindly amend the GTP Serial No. 6 inline with Clause No. 5.1 of Meter Box Technical Specification as we shall provide Meter Box with 3 mm Thickness on the Load bearing side and other sides, door and roof shall not less than 2.5 mm.	
27.			We shall provide the name plate and marking with Embossed at the Center Bottom side of the Meter Box Cover. And	

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S.No	Reference Clause	Existing Provision after Amendment No.3	Queries raised by Bidders	Reply/Clarification
			since, the Meter Box shall be in Transparent Polycarbonate Material; therefore Technically the Embossing shall also be in same Color instead of Red color, which shall be easily visible & readable. So, we request you to kindly confirm the acceptability of the same	
28.		Three Phase Meter Box	Kindly amend GTP Serial No. 6 inline with Clause No. 5.1 of Meter Box Technical Specification as we shall provide Meter Box with 3 mm Thickness on the Load bearing side and other sides, door and roof shall not less than 2.5 mm	
29.			We shall provide the name plate and marking with Embossed at the center bottom side of the Meter Box Cover. And since, the Meter Box shall be in Transparent Polycarbonate Material; therefore the Embossing shall also be in same Color instead of Red Color, which shall be easily visible & readable	
30.	Volume-II Clause 3.4.1.6 (Communication Infrastructure – General Requirements)	Bidder should use two Telecommunication Provider in the Project with approx. 50 % Communication through each Telecommunication Service Provider subject to availability of excellent network (data) coverage to meet RfP requirements.	Looking at present situation in India, two telcom providers in a single project is very difficult. Vodafone+idea are on verge of terminating contract in India. Jio is only applicable for 4G services. In case 4G network is not available then Jio will not work. BSNL 4G network is either not available or inconsistent. So only one service provider is Airtel. With all these facts, it is very difficult to have two service providers in same contract. Hence, it should be at the bidder's choice to select one or two service provider irrespective of SIM quantity to make this project successful.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail

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31.	Volume-II Clause 3.6.14.5 (AMI Specifications – Integration with other Systems)	Contractor should provide suitable number of HHUs to read and update the data in MDM to meet contingency requirement in case of communication failure between meter and HES/MDM	If network is not available then bidder shall be allowed to take manual meter reading through CMRI/HHU and same shall be uploaded in MDM, these meter readings should be the part of SLA.	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail
32.	General	-	Please provide HT Meter technical specification	Please refer Amendment No. 2 to RfP - Volume-II Annexure C (Three phase CT operated alternating current smart meter Of Accuracy Class 0.5S (with/without net metering) – General Standards Applicable for Meter
33.			It is suggested that Consumer Portal and Mobile application should be PCI complaint to restrict online cyber frauds. A comprehensive COTS based Customer Portal & Native mobile app which will be integrated with HPSEB backend SAP ISU system & provide an integrated complete system for self service capabilities like billing, usage management, raising new connection etc. Customer Portal & native mobile app solution will provide real time two-way communication between HPSEB & its customers. The web portal & native mobile app solution will support multiple languages for better communication experience of HPSEB customers	The provisions of the clause which exists after issuance of Clarification to Queries dated 3.12.2019 and Amendment No.3 to RfP shall prevail