

Date: 25.1.2021

E- Tender No. SG/Rourkela/SGIA Date: 21.10.2020

Clarifications No.2 to Queries

with respect to

Request for Proposal (RfP)

for

Selection of Smart Grid Implementation Agency (SGIA)

for

Implementation of Smart Grid

in

Rourkela Smart City, Odisha

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
1.	General	-	-	Tata Power has taken over the operation of WESCO w.e.f 1.1.2021 and the name of WESCO has been changed to TP Western Odisha Distribution Ltd. (TPWODL). Hence, 'WESCO' may be read as 'TPWODL' wherever mentioned in the RfP.
2.	Volume-I Important Dates and Amounts	Last Date of downloading of RFP - 29.1.2021 upto 12:00 hrs Last date and time for online bidding & receipt of RFP – 29.1.2021 upto 15:00 hrs Technical Bid Opening - 29.1.2021 at 16:00 hrs	The timelines specified for bid submission is inadequate as we have to undertake pre-tender survey, site visits and tie-up with vendors. Accordingly, it is requested to extend the bid submission date by a least 1 month.	Please refer Amendment No. 5 to RfP
3.			This is a large project & involves co-ordination among many partners/ subcontractors. To be able to execute the project successfully, it is important to accurately plan & propose best executable solution. Hence, it is requested to extend the due date for submission of bids by at least 3 weeks so as to prepare the best workable solution for WESCO.	
4.			It is requested to extend the bid submission date by at least 3 weeks in view of the Christmas and New Year holidays.	
5.			Please extend the Bid submission date by at least 3 to 4 weeks	
6.			It is requested to consider the startup gazette notification No.DPE/7(4)/2017-Fin wherein the registered startups get a relaxation in experience and financial criteria to participate in tenders for public procurement. Accordingly, it is requested to allow companies recognized as start-ups at the time of floating of RfP to participate in the bid process with relaxed financial requirement criteria. It is further requested to waive-off Bid Security	
		Tender Fee to be submitted with the RFP as Demand Draft (Non-Refundable) - Rs. 1,00,000 plus GST @18% Transaction Fee (Non- Refundable) - Rs. 15,000 plus GST @18% Bid Security as Demand Draft or Bank Guarantee, valid for a period		Transaction Fee of Rs. 15,000 plus GST is to be paid by the Bidders to MSTC directly for utilizing their e-procurement portal for submission of bid. Hence, it is required to be paid even by MSME and Startup companies. Further, as the RfP has been issued for a specialized work in an advanced technological area of Smart Grid/ Smart Metering, the Bidder having adequate

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		of 120 days beyond the end of validity period of the bid (Refundable) - Rs. 2,00,00,000	amount and processing fee for MSME and Startup Companies as per this notification.	financial resources for successfully implementing & operating the project for 8 years is utmost essential for this RfP. Accordingly, the Financial Qualification Requirement cannot be relaxed. Further, as procurement under this RfP would be done by TPWODL (i.e. TPWODL would be awarding the contract to the Successful Bidder), which is now a private entity, the said gazette notification would not be applicable with respect to Financial Qualification Requirement. Further, Bidder needs to submit Bid Security Declaration in lieu of Bid Security. In this regard, please refer Amendment No. 5 to RfP. However, Tender Fee of Rs. 1,00,000 plus GST @18% would be waived-off in line with the Gazette Notification dated 23.3.2012 issued by Govt. of India subject to such MSME/ Startup company participating as a Bidder (not as a sub-contractor) and submitting a valid MSME/ Startup registration certificate issued by the concerned authority of Govt. of India. The Bidder needs to mention about the same in the Covering Letter of the Bid.
7.	Volume-I Clause 3.1.4 (Introduction - Background)	OPTCL has appointed PFCCL as "Project Management Agency (PMA)" for implementation of Smart Grid in RMC area of Rourkela, Odisha under Western Electricity Supply Company of Odisha (WESCO). PFCCL will select the Smart Grid Implementation Agency (SGIA) on behalf of OPTCL.	As Tata Power has received Letter of Intent (LoI) from Odisha Electricity Regulatory Commission (OERC) for distribution and retail supply of electricity by WESCO & SOUTHCO, the clause may be amended as per the following: <i>"OPTCL has appointed PFCCL as "Project Management Agency (PMA)" for implementation of Smart Grid in RMC area of</i>	Queries related to privatization of WESCO would be intimated shortly. As these are regulatory matters, bidders should not delay the tendering process.

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		WESCO would issue the Letter of Award to the successful bidder and execute the Contract Agreement with the successful bidder. The project will be transferred by SGIA to WESCO at no cost at the end of the project period. The roles and responsibilities of the SGIA and payment thereof are governed by the Terms and Conditions of this RFP	<i>Rourkela, Odisha under Tata Power (erstwhile Western Electricity Supply Company of Odisha (WESCO)). PFCCL will select the Smart Grid Implementation Agency (SGIA) on behalf of OPTCL. WESCO Tata Power would issue the Letter of Award to the successful bidder and execute the Contract Agreement with the successful bidder. The project will be transferred by SGIA to WESCO Tata Power at no cost at the end of the project period. The roles and responsibilities of the SGIA and payment thereof are governed by the Terms and Conditions of this RFP"</i> Under the above situation, necessary concurrence from Tata Power may be taken as all the transactions will be made with Tata Power in future.	
8.			The process for privatization of WESCO has already started and it is expected that the privatization process will be complete by the time this tender is concluded. In this scenario, please clarify whether the process mentioned in this RfP remains the same after privatization and also confirm who will be the signing authority after privatization.	The contract agreement signing authority may be Govt. of Odisha (GoO), New Licensee (Tata Power) and the SGIA. However, appropriate decision in this regard shall be taken later.
9.	Volume-I Clause 3.2.2(a) (Introduction - About the Smart Grid Project)	NSGM Grant - 30% of Total Capital Expenditure (excluding cost of Meter Box and cost towards additional 10% Cables (Service cables and DTR cables)) limited to about Rs. 18 crore with no GST component. The NSGM Grant portion is under review based on change in scope vis-à-vis approved DPR. In case the Grant portion is reduced by NSGM, the shortfall in	In view of the ongoing privatization process of WESCO, kindly clarify whether NSGM will be available for funding the private utility after privatization in the same manner as mentioned in the RfP.	Queries related to privatization of WESCO would be intimated shortly. As these are regulatory matters, bidders should not delay the tendering process.

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		the same would be funded by the Utility		
10.	Volume-I Clause 3.2.2(b) (Introduction - About the Smart Grid Project)	Funding by Utility – 20% of Total Capital Expenditure (limited to about Rs. 12 crore) plus shortfall in the Grant portion as mentioned in clause 3.2.2(a) plus 2/7 portion of GST on Total Capital Expenditure	In view of the ongoing privatization process of WESCO, this clause puts the new private entity under obligation. Kindly clarify the funding arrangement in case the new private entity is not able to fund the project.	Queries related to privatization of WESCO would be intimated shortly. As these are regulatory matters, bidders should not delay the tendering process.
11.	Volume-I Clause 4.3.1(A)(1)(a) (Qualifying Requirement - QR for Meter Manufacturing - Technical Experience)	The Bidder or any Consortium Member must have 1. Manufactured and supplied minimum 25,000 nos. (cumulative) AMI Meters and successfully integrated with its own or Third Party software and with the existing system of Indian/ Global Power Distribution Utility(ies) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid Or Manufactured and supplied minimum 25,000 nos. (cumulative) AMR Meters along with required hardware, software & other associated accessories etc. and successfully integrated with its own or Third Party software and manufactured and supplied minimum 25,000 nos. (cumulative) Pre-payment Meters as per IS 15884 to Indian/ Global Power Distribution Utility(ies) in the last	The competency of the meter manufacturer is product manufacturing while the responsibility of the complete and successful execution of the project rests with the system integrator. Hence, it is requested to allow the meter manufacturer as sub-contractor also.	The provisions of the RfP shall prevail.
12.			We infer that experience in Power Distribution Franchisees/ Deemed Franchisees shall also be considered in addition to the Indian/ Global Power Distribution Utility(ies). A copy of the Regulatory order concerning Franchisee/ Deemed Franchisee can be submitted in this regard.	Please refer Amendment No. 5 to RfP

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		7 years (i.e. FY 2013-14 onwards) till the date of submission of bid The Bidder/ Consortium Member claiming Global experience must bid through a company incorporated under Companies Act in India		
13.	Volume-I Clause 4.3.1(A)(1)(b) (Qualifying Requirement- QR for Meter Manufacturing - Technical Experience)	The Bidder/ Consortium Member must have manufacturing facility in India on the date of submission of bid and an in-house NABL accredited lab a) on or before the date of submission of bid or (b) before completion of Evaluation of Technical bids and Opening of Financial Bids. The Bidder/ Consortium Member claiming Global experience must supply the meters against this RfP from the manufacturing facility in India	The clause may be amended as per the following: <i>"The Bidder/ Consortium Member must have manufacturing facility in India on the date of submission of bid and with an in-house NABL accredited lab a) on or before the date of submission of bid or (b) before completion of Evaluation of Technical bids and Opening of Financial Bids before the pre Dispatch Inspection, NABL Application and Undertaking as format shall have to submitted with the bid documents</i> <i>The Bidder/ Consortium Member claiming Global experience must supply the meters against this RfP from the manufacturing facility in India"</i>	The provisions of the RfP shall prevail.
14.	Volume-I Clause 4.3.1(B)(1)(a) (Qualifying Requirement - QR for Communications Network Provider – Technical Experience)	The CNP must have successfully integrated their NIC/ Communication module with meters of at least 3 manufacturers in India or abroad till HES and/or MDMS	We understand that this requirement will be in line with amended point (a) of technical experience i.e. CNP's RF Mesh Technology must have successfully integrated their NIC/ Communication module/ Technology with meters of at least 3 manufacturers in India or abroad till HES and/or MDMS. Please amend the clause accordingly.	Please refer Amendment No. 5 to RfP
15.	Volume-I Clause	a) CNP should be ISO 9001:2015 certified or Bidder should have	It is requested to change the requirement of ISO27001 from CNP to the Bidder due to the	Please refer Amendment No. 5 to RfP

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	4.3.1(B)(2) (Qualifying Requirement- QR for Communications Network Provider – Quality Certification)	CMMI Level 3 (minimum) certification. b) CNP should have ISO 27001 certifications. c) CNP or the Original Equipment Manufacturer (OEM) should have ISO 14001 certifications.	<p>following reasons:</p> <ul style="list-style-type: none"> ISO27001 is about setting up Security of Information System. The need of ISO27001 is to secure the data in implementation of Smart Grid System at WESCO. Even if CNP is having a ISO27001, it will not secure the overall design/ information of complete project. From Security perspective, we have to see the system as a whole and Bidder/ System Integrator should be responsible for the same. In case the Bidder is having ISO27001, it will have Information Security Policies which it will be able to implement in field/ WESCO's Installation. <p>In view of the above it is requested that the ISO 27001 should be mandated on the Bidder or OEM who will manufacture the RF Module & DCUs for this project. The clause may be modified in a way similar to the amendment made for ISO 14001 certification.</p>	
16.			<p>We manufacture our own NIC and subsequent field devices and take full responsibility of data security. We are ISO 27001 certified in India. Accordingly, please amend the clause as "CNP / Bidder should have ISO 27001 certification"</p>	
17.			<p>ISO 27001 is a specification for an Information Security Management System (ISMS). An ISMS is a framework of policies and procedures that includes all legal, physical & technical controls involved in an organisation's information risk management processes. As</p>	

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			<p>per definition, these are set of policies/ framework to control the information security mechanism in any organization.</p> <p>With respect to OPTCL Project, Bidder will be overall responsible to manage security aspect of project and we as a Bidder are having valid ISO27001 certificate. We will be manufacturing the NIC & DCUs in our facility and shall be responsible and own the security aspects of component & project.</p> <p>Even in setting up of Data Centre there are so many components like server/ storage/ network, but each OEM is not asked to be ISO 27001 certified. Generally, the Implementation agency/ System Integrator is asked to have ISO 27001 certifications and to be liable for setting up policy for security.</p> <p>Similarly, SGIA should have the ISO 27001 in this project.</p> <p>Hence it is requested to allow CNP or the Original Equipment Manufacturer (OEM) or Bidder to have ISO 27001 certification.</p>	
18.	 Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of Ministry of Communications, GOI)....	<p>We understand that this requirement is valid for CNPs offering the solution in Licensed frequency band.</p> <p>We offer solution on 865 – 867 MHz which is unlicensed in India. Please confirm.</p>	
19.	Volume-I Clause 4.3.1(C1)(a) (Qualifying Requirement- QR for System Integrator - Technical Experience of	The SI must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML/ IEC 61968 or any other open standard)) for at least 25,000 consumers (cumulatively) in Indian/ Global Power Distribution Utility(s) in the last 7 years (i.e. FY 2013-14	<p>In the clarification dated 4.12.2020, PFCCL had mentioned that</p> <p><i>“In case, MDMP is able to meet the Qualifying Requirement as per Volume-I, Clause 4.3.1(C2)(1)(e) as well as the requirements of the Consortium as per the RfP, its credentials as SI would be acceptable.”</i></p> <p>We understand that there is a typographical error in the above statement. Instead of</p>	<p>The understanding of the Bidder is correct.</p> <p>In case, MDMP is able to meet the Qualifying Requirement as per Volume-I, <u>Clause 4.3.1(C1)(a)</u> as well as the requirements of the Consortium as per the RfP, its credentials as SI would be acceptable</p>

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20.	Integration with MDM)	onwards) till the date of submission of bid	<p>Clause 4.3.1(C2)(1)(e), it must be Clause 4.3.1(C1)(a)</p> <p>We understand that 25000 consumers refer to meters with interval data as generally HES does not understand consumers. It is the meter's data in HES which is passed to MDM on standard interfaces.</p> <p>Accordingly, please amend the clause as per the following: <i>"The SI must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML/ IEC 61968 or any other open standard)) for at least 25,000 consumers meters data (cumulatively) in Indian/ Global Power Distribution Utility(s) in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid"</i></p>	Here 'consumers' refer to 'meters' only.
21.	Volume-I Clause 4.3.1(C2) (Qualifying Requirement- Qualifying Requirement for Cloud Service Provider)	General	It is requested to remove Qualifying Requirement for Cloud Service Providers since hosting is the responsibility of the SI and MDMP	The provisions of the RfP shall prevail.
22.	Volume-I Clause 4.3.1(D)(2) (Qualifying Requirement- QR for Meter Data Management Provider - Ease of integration with HES/ MDAS	The Proposed MDM should have been integrated with minimum 3 different Head End Systems/ MDAS system and 2 different billing system in any Indian/ Global Power Distribution Utility in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid	<p>Generally utilities don't have multiple HES & MDAS and AMI technology providers usually integrate their MDM with utility's overall billing engine and with the smart meters being supplied in the respective AMI project. Hence, integration of the MDM with the utility's billing system should be sufficient to meet this criteria. Accordingly, the clause may be modified as per the following: <i>"The Proposed MDM should have been integrated with minimum 3 different Head</i></p>	The provisions of the RfP shall prevail.

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	and Billing)		End Systems/ MDAS system and 2 different billing system in any Indian/ Global Power Distribution Utility in the last 7 years (i.e. FY 2013-14 onwards) till the date of submission of bid	
23.	Volume-I Clause 4.3.1(E)(b) (Qualifying Requirement- Financial Requirement)	Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the last five (5) Financial Years i.e. FY 2015-16 onwards) should not be less than INR 100 Cr. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets	It is suggested that the Consortium in totality should achieve this requirement	The provisions of the RfP shall prevail.
24.	Volume-I Clause 4.3.1 (Qualifying Requirement)	... The Bidder would be required to furnish along with the bid, a letter of undertaking from the Holding Company/ Subsidiary Company/ Sub-Contractors supported by Board resolution, extending support for execution of the contract by the bidder in case of award. The Bidder can submit the Manufacturer Authorization for sub-contractors as per their own format. But, it must fulfil the requirement of the RfP to meet the Qualification Requirement..	Letter of undertaking from the holding company/ subsidiary company/ subcontractors should suffice the need for their confirmation in supporting the execution of the project. Submission of board resolution by each firm is not practically possible as board meetings occur at specified time intervals and board resolution for a specific project might take considerable time. Hence, please accept the confirmation of support through letter of undertaking only.	The provisions of the RfP shall prevail.
25.	Volume-I Clause 4.3.2.1(c) (Consortium Bids)	Each of the other Consortium Member(s) individually shall meet not less than 25% of the minimum financial requirement criteria given at clause no. 4.3.1.E.1 (b) above.	The clause may be modified as per the following: "Each of the other Consortium Member(s) individually shall meet not less than 25% 20% of the minimum financial requirement criteria and the Lead Member should meet not less than 80% of the minimum financial	The provisions of the RfP shall prevail.

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			requirement criteria given at clause no. 4.3.1.E.1 (b) above.”																																																									
26.	Volume-I Clause 4.15.2.1.1.1(c) (Financial Bid)	Cost of Meter Box and cost towards additional 10% Cables (Service cables and DTR cables) as per Annexure 17 of RfP	<p>In the clarification it has been mentioned that SGIA has to supply 100% of the cable requirements and colour should be other than Black and white. The provision for additional 10% cable may be considered.</p> <p>As per this clarification we understand that Bidder has to provide the 100% New Service Cables for each installation.</p> <p>Please include the line items for each cable type in revised price schedule.</p> <p>Please also provide the length & specifications of Cable type as per below table:</p> <table><tr><th>Meter Type</th><th>Meter Rating</th><th>Cable Length for Each Consumer (in meters)</th><th>Cable Size (In terms of Core & Sq. MM, Armoured / Unarmoured)</th></tr><tr><td>Single Phase (Consumer end)</td><td>5-30A 10-60A</td><td></td><td></td></tr><tr><td>Three Phase Whole Current (Consumer end)</td><td>20-100A</td><td></td><td></td></tr><tr><td>Three Phase LT-CT (Consumer end)</td><td>/5A</td><td></td><td></td></tr><tr><td>Single Phase (at DT)</td><td>5-30A</td><td></td><td></td></tr><tr><td>HT (consumer end)</td><td>/5A</td><td></td><td></td></tr><tr><td>Three Phase LT-CT (at DT)</td><td>/5A</td><td></td><td>CT Rating wise:</td></tr></table>	Meter Type	Meter Rating	Cable Length for Each Consumer (in meters)	Cable Size (In terms of Core & Sq. MM, Armoured / Unarmoured)	Single Phase (Consumer end)	5-30A 10-60A			Three Phase Whole Current (Consumer end)	20-100A			Three Phase LT-CT (Consumer end)	/5A			Single Phase (at DT)	5-30A			HT (consumer end)	/5A			Three Phase LT-CT (at DT)	/5A		CT Rating wise:	<p>The length & specifications of cable type as follows:</p> <table><tr><th>Meter Type</th><th>Meter Rating</th><th>Cable Length for Each Consumer (in meters)</th><th>Cable Size (In terms of Core & Sq. MM, Armoured / Unarmoured)</th></tr><tr><td>Single Phase (Consumer end)</td><td>5-30A 10-60A</td><td>30mtrs (approx)</td><td>Single phase co-axial (armoured) round type cable and size will be as per the contract demand of consumer</td></tr><tr><td>Three Phase Whole Current (Consumer end)</td><td>20-100A</td><td>Nil</td><td>Nil</td></tr><tr><td>Three Phase LT-CT (Consumer end)</td><td>/5A</td><td>Nil</td><td>Nil</td></tr><tr><td>Single Phase (at DT)</td><td>5-30A</td><td>Nil</td><td>Nil</td></tr><tr><td>HT (consumer end)</td><td>/5A</td><td>Nil</td><td>Nil</td></tr><tr><td>Three Phase LT-CT (at DT)</td><td>/5A</td><td>Nil</td><td>Nil</td></tr></table> <p>The cable for HT meters (Feeders and Consumers) is not required as this has been already metered with non-smart</p>	Meter Type	Meter Rating	Cable Length for Each Consumer (in meters)	Cable Size (In terms of Core & Sq. MM, Armoured / Unarmoured)	Single Phase (Consumer end)	5-30A 10-60A	30mtrs (approx)	Single phase co-axial (armoured) round type cable and size will be as per the contract demand of consumer	Three Phase Whole Current (Consumer end)	20-100A	Nil	Nil	Three Phase LT-CT (Consumer end)	/5A	Nil	Nil	Single Phase (at DT)	5-30A	Nil	Nil	HT (consumer end)	/5A	Nil	Nil	Three Phase LT-CT (at DT)	/5A	Nil	Nil
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			<table><tr><td></td><td></td><td></td><td>800/5 – 400/5 – 200/5 – 100/5 -</td></tr></table> <p>Please confirm the following:</p> <ul style="list-style-type: none">• There is no cable requirement for HT meters (Feeders & Consumers)• For DT Meters cable replacement, please clarify who will provide Lugs / socket, glands, etc. It should be in WESCO's scope.• As 100% cables are to be replaced, please clarify the purpose of additional 10% Cables. Please delete line item 19 of Revised Price Schedule B “supply part”. Instead, include the line items for each cable type in Revised Price Schedule.				800/5 – 400/5 – 200/5 – 100/5 -	meters. Only meters are to be changed.
			800/5 – 400/5 – 200/5 – 100/5 -					
27.		<p>As per RfP the Meter Current Ratings are:</p> <ul style="list-style-type: none">▪ Single Phase 5-30A & 10-60A and DTR 5-30A.▪ Three Phase 20-100A, DTR 800/5A, 400/5A, 200, 100A. <p>However, in field every Discom follows its own standard practice i.e. Armoured Cable, Un-Armoured Cable, Round type Cable, Flat type Cable, Single Core, 31/2 of Core etc. Size of cable and length for each Service connection also varies.</p> <p>Since, Service Cable and DTR Cable has substantial cost it is requested to provide the following details:</p> <ul style="list-style-type: none">▪ Detailed specifications of the cable▪ Size of cable required for each type of meter.▪ Length of Cable required for each connection						

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28.	Volume-I Clause 5.8.3 (Tender Evaluation Methodology – Opening of Financial Bid)	The successful bidder would be the one with lowest Sum (i.e. Total) of Meter Rent for all types of meters for 96 months (Meter Rent for a particular type of meter = Meter Rent Per Consumer Per Month for a particular type of meters x no. of a particular type of meters x 96 months) (L-1) as per the Financial Bid (Annexure-17)	As per the clause, lowest bidder shall be decided on the basis of lowest meter rent quoted. The meter rent is to be quoted in schedule of A of the price bid format (Annexure 17). Please confirm whether the successful bidder will be decided only on the basis of Schedule A of Annexure 17.	The understanding of the Bidder is correct.
29.	Volume-I Clause 5.9.10 (Tender Evaluation Methodology – Award of Contract)	Prior to opening of Financial Bid, PFCCCL may ask the technically qualified bidders to demonstrate their interoperability solutions through use cases as per the requirements provided in Annexure D on a specified date. The bidders should be able to successfully demonstrate integration of their NIC/Communication module with meters of at least 3 manufacturers in India till HES and/or MDMS	As per our understanding, the clause seeks for conduction of demo of integration of NIC/ communication module with 3 meter manufacturers in a lab setting and not a practical demonstration in field. Please confirm the above as practical demonstration in field is not possible before award of contract.	The understanding of the Bidder is correct.
30.	Volume-I Clause 6.18 (Terms of Payment)	General	For Payment Security Mechanism, it has been mentioned in the clarification that the same would be intimated later. As this project is on OPEX model, it is requested to include the same. Further, it has also been recommended by MoP in the Standard Bidding Documents (SBD) for AMISP OPEX projects that <i>“The Utility and the Contractor (AMISP) will have the option to choose either an ‘Escrow Arrangement’ or a ‘Letter of Credit Mechanism’ to ensure payment security. The terms and conditions for the same shall be mutually agreed upon post Award of Contract.”</i>	Payment Security Mechanism is under review and shall be intimated later

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
31.			Payment terms for intentionally burnt / tampered meters are not covered in the RfP. It is requested to pay the unit price of Supply and unit rate for installation as per Schedule B&C for these meters...	Please refer S.No. 127 of the clarification issued on 4.12.2020
32.	Volume-I Clause 6.18.6 (Terms of Payment)	Payments shall be made promptly by WESCO, no later than fifty (50) days after submission of an invoice or request for payment by Lead Consortium Member, and WESCO has accepted it. No interest shall be paid by WESCO on delayed payments	Since this is a large project, a considerable amount shall be invested by the bidder. In order to ease the cash flows, it is requested to relax the payment terms and amend the clause as per the following: <i>"Payments shall be made promptly by WESCO, no later than fifty (50) thirty (30) days after submission of an invoice or request for payment by Lead Consortium Member, and WESCO has accepted it. No interest shall be paid by WESCO on delayed payments. An interest of 1% per week shall be payable by WESCO on delayed payments."</i>	Payment Security Mechanism is under review and shall be intimated later
33.	Volume-I Clause 6.19.1 (Payment Schedule)	For initial 91,034 no. of meters, payment of Meter Rent Per Consumer Per Month for a particular lot of meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months. However, for 30,163 incremental number of meters, payment of Meter Rent Per Consumer Per Month for a particular lot of those incremental number meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months from Operational Acceptance of the Project are completed.	The bidder shall be investing the capex amount upfront against which the payment shall be deferred for 96 months. Hence, please arrange to provide a security mechanism in the form of LC (letter of credit) equivalent to two months of billing against the Opex part of the project. Please also add for clarity that the bidder shall be raising monthly invoices and invoice pertaining to the pervious month shall be raised within first seven days of the consecutive month.	Payment Security Mechanism is under review and shall be intimated later

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
34.	Volume-I Clause 6.19.1.1 (Payment Schedule)	While making payment of Meter Rent, for initial 91,034 no. of meters, FMS period for a particular lot of meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months. However, for 30,163 incremental number of meters, FMS period for a particular lot of those incremental number meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months from Operational Acceptance of the Project are completed.	We understand that Meter Rent for these additional meters will be paid for 96 months or till the end of complete project period whichever is earlier. Please confirm.	For 30,163 incremental number of meters, FMS period for a particular lot of meters would commence from the date of Operational Acceptance of that lot and would continue for a period till 96 months from Operational Acceptance of the Project are completed (e.g. if Operational Acceptance of the entire Project is accorded by TPWODL on 1.4.2023, then 96 months from that date would occur on 31.3.2031. Accordingly, even if operational acceptance of any lot out of <u>30,163 incremental no. of meters</u> happens on any date either before or after 31.3.2023, its FMS would continue till 31.3.2031 only).
35.	Volume-I Clause 6.19.2 (Payment Schedule)	The payment terms for NSGM Grant (i.e. 30% of Total Capital Expenditure for 90,801 number of consumers, limited to Rs. 18 crore) and Utility's Contribution (i.e. 20% of Total Capital Expenditure for 90,801 number of consumers, limited to Rs. 12 crore) are given below:.....	As per the payment milestones, first lot is of 5% i.e. 4,540 meters, next 9 lots are 10,000 meters each i.e. 90,000 meters. This does not leave scope for 10th lot. As per project implementation schedule in Annexure E, first lot is of 5% i.e. 4,540 meters, next 8 lots of 10,000 meters each i.e. 80,000 meters and 9th lot of balance 6,261 meters. Hence, there is a discrepancy in the lots defined in two separate places in the RFP. Request to kindly clarify	The necessary amendments were made in Amendment No. 2 to RfP issued on 4.12.2020. Please refer the same.
36.	Volume-I Clause 6.21.1 (Performance Security)	Within fourteen (14) days of the notification of Contract award, provide a Performance Security to WESCO in the form of an irrevocable Bank Guarantee valid up to a period of 6 months from date of completion of eight (8) year FMS period from the date of operational acceptance of the project or extended thereafter to	As per OM dated 12.11.2020 issued by Department of Expenditure, Govt. of India, Performance Security should be 3%. The clause may be amended accordingly. Further, Performance Security requirement is for more than 10 Years (i.e. 2 Years Implementation Period + 8 years FMS period + 6 months). For Bank Guarantee (BG) of more than 3 years, we have to deposit 100% cash in	Please refer Amendment No. 5 to RfP Further, as WESCO has now been privatized, the O.M. of Department of Expenditure, Govt. of India would not be applicable in the instant case.

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
		the tune of 10% x Total Meter Rent Per Consumer Per Month x Total number of consumers for which the Bidder has quoted Meter Rent x 96 months for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in Annexure 14. If Contract Performance Security has not been submitted within 15 days from receipt of Letter of Award by the Contractor, 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	bank. Further, the bank also charges the BG fee for entire duration in one go. Thus, it will be a huge investment which shall be lying idle in the bank. Hence, it is requested to allow submission of BG for a shorter period and which can be kept on being extended before expiry. In a recent tender of JVVNL, they have allowed the same as per the following: "In case if the successful bidder provides a Performance Bank Guarantee for shorter duration (not less than 12 months) then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires."	
37.	Volume-I Clause 6.25 (Conflict of Interest)	General	Please clarify whether the bidder who has already participated in the privatization process of WESCO can also bid against this tender and whether this will develop a conflict of interest situation.	Conflict of interest situation has been mentioned in Volume-I Clause 6.25. Please refer the same.
38.	Volume-I Clause 6.32.3 (Warranty)	The complete cover warranty shall remain valid for the period of 5 years after operational acceptance of the AMI system by WESCO and for the balance period (post warranty) during Engagement of the Contractor, the Contractor shall provide Annual Maintenance Support to WESCO at no extra cost	Please allow the start of warranty period at the commissioning and operational acceptance of each lot. Thus warranty period and FMS period shall start and end separately for each lot.	The provisions of the RfP shall prevail.

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
39.	Volume-I Clause 6.40.3(b) (Warranty)	If in the above case, the Contractor is directed to discontinue work, the "Drop Dead Fee" would be the payments received by the Contractor and the claims already raised to WESCO plus the sum of all liabilities and expenditure incurred (as approved by WESCO), if any, relating to the assignment, till the point of calling off the assignment	Please amend the clause as per the following: <i>"If in the above case, the Contractor is directed to discontinue work, the "Drop Dead Fee" would be the payments received by the Contractor and the claims already raised to WESCO plus the sum of all liabilities and expenditure incurred (as approved by WESCO), if any, relating to the assignment, till the point of calling off the assignment plus the amount pertaining to the goods scheduled to be received within 30 days of the point of calling of the assignment plus 2% of the amount pertaining to the work pending to be executed as on the point of calling of the assignment"</i>	The provisions of the RfP shall prevail.
40.	Volume-I Annexure 6 Clause B (Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium)	General	Please accept the general/ standard power of attorney format issued in favour of the authorized signatory. Issuance of Power of Attorney for a specific project and in a specific format requires approval from Board which will take considerable time as the board members meet after specific time intervals	The provisions of the RfP shall prevail.
41.	Volume-I Annexure 10 Clause B (Format of Bill of Quantities)	Erection of Items	Please clarify whether line items under Sr. No. 1 to 11 inclusive of installation of cables. As there is substantial difference in "cost of Meter installation" and "Cost of Meter Installation with service cables", it is requested to differentiate the line items with or without service cable and their respective quantities (like in HT Meters, Cables change will not be	Cables would be required only with respect to S.No. 19 and 20 of the BoQ. Cost of Meter installation may be construed as inclusive of installation with cables. The Bidder has to quote its prices accordingly.

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
			part of SGIA scope). Secondly, cost of Box Installation has been sought separately, which would not be required as all the Meters will be Installed in Box Only. Please update the Price schedule accordingly.	Further, cost of erection of meter box is required to be quoted by the Bidder separately as mentioned in the Revised Price Schedule.
42.		Smart Grid Control Room Infrastructure	Please clarify whether for line items mentioned under S. No. 5 (i.e. Work Station with Dual TFT Monitors) OS, Office, Antivirus, Table and Chair not required. Please clarify the need for line items mentioned under S. No. 6 (i.e. NMS Software) in control centre. We understand that NMS installed at Cloud Infra will be managing the IT network and desktops at control centre shall be used to access the applications such as HES/NMS/GIS/MDM installed at Cloud and monitor the whole network. Please clarify the need for line items mentioned under Sr. No. 8 (i.e. Database Software & Centralised NMS management s/w) in control centre as all applications and DB will be installed in cloud infra.	Please refer Volume-II, Section 6 for the details about OS requirement for 'Work Station with Dual TFT Monitors'. Further, Office 365 Enterprise would also be required for 'Work Station with Dual TFT Monitors' As the bidder has to quote prices of 'Antivirus' on lumpsum basis, this implies that the Antivirus has to be provided for 'Work Station with Dual TFT Monitors' as well. The requirement of Table & Chair for the Smart Grid Control Room has been specified under the head 'Desktop/ Workstation' of the BoQ. 'NMS Software' and 'Database Software & Centralised NMS management s/w' would also be hosted on cloud. Please refer Amendment No. 5. in this regard.
43.	General	-	It the RfP, it has been asked to submit Indian Company's MoA & AoA. It is requested to allow the Bidders to submit an undertaking that it shall form an Indian Company immediately in case the contract is awarded to it.	The provisions of the RfP shall prevail.
44.			With respect to privatization process in WESCO, it has been mentioned in the clarification that it shall be as per the directives	Queries related to privatization of WESCO would be intimated shortly. As these are regulatory matters, bidders should not

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
			<p>of the Hon'ble Commission and the same shall be assured by Government of Odisha.</p> <p>We understand that Tata Power has already received the Lol from OERC for WESCO and SOUTHCO.</p> <p>In this regard, please refer the clause "Eligible Entities" of NSGM Implementation Guidelines which states that</p> <p><i>".....In case of Private sector Discom where the distribution of power supply in urban area is with them, projects under the scheme will be implemented through a concerned State Government agency and the asset to be created under the scheme will be owned by the state government/ state owned companies. These assets will be handed over to concerned Discom for their use during the license period....."</i></p> <p>In view of above please clarify the following:</p> <p>a. Which State Government agency will sign the contract with SGIA and make the payments to SGIA towards NSGM's & Utility's Portion?</p> <p>b. As major portion of this project is on OPEX model, who will pay the Meter rents to SGIA on monthly basis?</p>	delay the tendering process.
45.	Volume-II Clause 1.4.1 (Scope of Work)	General	Kindly clarify whether the meters are required with net metering or without net metering	The meters are required with net metering wherever indicated in the RfP.
46.	Volume-II Clause 1.4.1(x) (Scope of Work)	Geographical Information System (GIS) - Generation of optimum route plan using the capabilities of the GIS and based on reading jobs (including re-reads if any) to be read in a given cycle in a given	Please provide details of the GIS system deployed, SI name etc. Please clarify whether the team deployed for AMI implementation shall be given the access to the existing GIS deployed and in what manner.	Access to GIS system would be provided to the successful bidder after award of contract and the details pertaining to GIS system would also be shared at that time.

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
		area/ route to maximize the productivity of meter readers....		
47.	Volume-II Clause 1.4.1(xi) (Scope of Work)	IT System - Design, procure, supply, installation, testing, Cyber Security, commission and operation & maintenance of complete IT System. IT Infrastructure along with Smart Grid Control Centre shall be on cloud to host HES, MDM and Web Applications. Security of data hosted on cloud shall also be the responsibility of Contractor. System Security and access with due consideration of data privacy, confidentiality cyber security guidelines. Hosting of both DC and DR should be on GCC	Please explain the phrase "Hosting of both DC and DR should be on GCC"	As there would be no physical DC and DR, the same would be hosted on cloud.
48.	Volume-II Clause 1.4.1(xviii)(V) (Scope of Work)	In future if WESCO plans to have its own on-premise Data Centre, then the Contractor will be required to carry out all necessary migration and seamless integration from Cloud to on-premise Data Centre as well as purchasing any license(s) at mutually agreed terms and conditions	In future, if WESCO plans to have its own on-premise data center, the cost of migration, integration and licenses purchased shall be over and above the price quoted against this tender.	As mentioned in the clause, the same would be at mutually agreed terms and conditions
49.	Volume-II Clause 1.4.4 (Scope of Work)	Comprehensive warranty should be provided for the system, by the contractor(s), for 5 years after operational acceptance of the AMI system by WESCO and for the balance period (post warranty) during Engagement of the Contractor, the Contractor shall provide Annual Maintenance	It may be noted that warranty for 5 years and FMS for 8 years will lead to increase in costs which will ultimately increase the cost of the project. Hence, it is requested to kindly keep the FMS period as 5 years	The provisions of the RfP shall prevail.

Clarifications No.2 to Queries against the Request for Proposal (RfP) for Selection of Smart Grid Implementation Agency (SGIA) for implementation of Smart Grid in Rourkela Smart City, Odisha

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
		Support to WESCO		
50.	Volume-II Clause 3.6.11.3 (Meter Data Management System (MDMS) - Reporting)	KPI Parameter Table	It may be noted that the methodology for calculation of KPIs - especially reliability indices and transformer failure rate - will differ in the baseline study i.e. before AMI implementation and after AMI implementation. Please clarify the methodology being adopted for calculation of KPIs as of now and what will be adopted after AMI implementation.	As mentioned in the RfP, KPIs would need to be defined and agreed between SGIA & the Utility. Accordingly, methodology for calculation of KPIs would also be mutually agreed between SGIA and the Utility
51.	Volume-II Clause 3.6.14.3 (Meter Data Management System (MDMS) - Integration with other Systems)	MDM integration with other systems shall include but not be limited to the following.....	Kindly provide the details and technical specifications of the existing systems like billing & collection system, meter reading systems, consumer portal, AMR, SAP etc. with which MDM is required to be integrated	Details regarding existing system were mentioned in Amendment No. 2 to RfP issued on 4.12.2020. Please refer the same.
52.	Volume-II Clause 3.9 (GIS Implementation)	General	It has been mentioned in clause 3.9.5 that the GIS mapping of the area was done in 2018 and the successful bidder will have to verify the same and highlight the delta changes. However in clause 3.9.8 (Detailed scope of work) complete GIS implementation scope is mentioned - right from (a) survey, (f&g) development of maps, (k) digitization, (o) uploading the data and repeating the process once in every 6 months, (ee) providing dashboards etc. This leads to implementation of complete new project of GIS. The scope of GIS is not clear in this tender. In case a complete new GIS project is required to be executed, it is requested to separate the scope of GIS from this tender as the competencies required for AMI and GIS are different and different set of vendors are required to be associated with	The provisions of the RfP shall prevail. SGIA would have to carry out the detailed GIS study for delta changes as per the scope of work as well as verify the GIS study carried out by WESCO (now TPWODL) in the year 2018.
53.	Volume-II	For LT CT meters, the Bidder has	Kindly clarify whether the in-built CT is required	As per the RfP, CT for meters at consumer

S.No	Reference Clause	Existing Provision after Issuance of Clarification dated 4.12.2020 & Amendment No.4 to RfP dated 11.1.2021	Queries raised by Bidders	Reply/Clarification
	Annexure I (Technical Specifications of Meter Box - Technical Specification of Meter Box For LT CT Meters)	to supply Meter Box of polycarbonate material as per its own specifications ensuring proper communication from the meters. However, the specifications of the boxes have to be submitted to WESCO after award of the project to the selected Bidder and before supply of meters.	or external ring type CT is required as both of them have a considerable difference in cost	end as well as for HT meters would be provided by TPWODL. However, CT (external ring type) for meters at DT level is to be supplied by the Bidder. Further, Bidder has to supply boxes for all types of CT operated meters. The specifications of boxes have to be submitted to TPWODL by SGIA after award of the contract to SGIA and before supply of meters.
54.	Volume-II Annexure L (System Use Cases)	General	Please provide details of system deployed in WESCO for day ahead scheduling & load forecasting.	For day ahead scheduling and load forecasting 15 minute slot is now used in TPWODL.
55.			Please provide details of demand response system, if any, being used in WESCO at present. Please also clarify whether successful bidder will have to establish the demand response system for WESCO	At present there is no demand response system being used in TPWODL.