

Clarification-2 to the Bidders Queries w.r.t the Bid Documents for Selection of Zonal Implementing Agency for Package-2 and 5 under “11 kV Rural Feeder Monitoring Scheme

Sl. No.	Reference Clause no.	Reference	Bidders Query	RECTPCL response
1.	As per the Clause No. 8.34.8	Penalty For Performance (Table) Of The Tenders	We understood that Extent of Payment & Extent of Incentive/Penalty shall be applicable on Monthly Prorate Amount. The Monthly Prorate Amount shall be calculated from the Price Quoted at Sr. No. 1 of Form-5 i.e. “75% of the Price Quoted equated over 60 Months”.	Bidders are requested to note that: Incentive/Penalty shall be applicable on Monthly prorata Amount. The Monthly prorata Amount shall 1/60 th of 75% of the Price Quoted at Sr. No. 1 of Form-5. The calculations of Incentive/ penalty shall be done on Monthly basis and shall be adjusted during Quarterly Payments.
2.	Please refer Page No. 8 of 97 Sr. no. B of Zonal Implementation Agency (ZIA) and Annexure-1 for price break-up:	“Supply, install, DCUs/ Modems, cables, connectors, casing or any other system required at 66/11 kV and/or 33/11 kV substations in the states under the respective package for capturing automated meter data, on line supply status and transmit the same on real time basis to the central MDAS server of CIA”	As per prevailing sales tax rules once customers is known against any contract/purchase orders, stock cannot be transferred in manufacturers name. Material will be build in the name of customers (in present case REC) while shipping out from the manufacturer factory premises. Necessary taxation structure prevailing in that state will be applicable i.e. (Excise Duty as applicable, CST@1%/2% against form C as applicable-Necessary C form will be issued by REC in present case). Please clarify	<ul style="list-style-type: none"> It is to clarify the Dominant Intention behind the entire Bid Document is to procure the services. The data of feeder meter is to be acquired through modems and such modems along with other requisite infrastructure (including SIM) will be installed by the successful bidder. The ownership of the modems and other infrastructure shall remain with the successful bidder till completion of Contract Period and shall be transferred to designated agency on zero value after expiry of contract period. Bidders are requested to note that Form C shall not be issued, however the matter of making available Road Permit is being taken up with respective discoms.
3.	Page No. 8 of 97 Sr. no. B of Zonal	As per the tender scope as referred above	“Transfer the infrastructure supplied & installed along with required license to designated	Bidders are requested to refer Clause No 8.33 of the Bid Document which is reproduced as under Taxes & Duties

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	Implementatio n Agency (ZIA) Para No. 5		agency at the end of Contract period”. For this there will not be any change in existing Central Govt. taxation structure in this process. So applicable taxes in manufacturing state will be applicable in this contract. It is not related to payment terms mentioned in tender document.	<i>The successful bidder will furnish the break-up of quoted price as per the provisions of bidding documents indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposition of new taxes by Government subsequently during the currency of contract shall be to RECTPCL/DISCOM account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies will have to be passed on to the RECTPCL/DISCOM</i>
4.	Service Level Agreement (SLA)	Service Level Agreement (SLA)	Service Level Agreement (SLA) Looking at the Indian environment and existing communication infrastructures it is very difficult to achieve 90% (Meter to Modem and to MDAS) Because it is purely based on Service Provider and your good Office is not allowing TRIPARTY agreement to bound Service Provider. SLA should be 80% to 85% and provision should be made for TRIPARTY agreement	Provisions of Bid Document shall prevail. Bidders are also requested to refer Clause No 8.34.8 relevant para is reproduced as under; <i>“In case of no communication/network available, the implementation agency may also acquire meter data through MRI. The minimum automatic data inflow requirement for no penalty under package is 90%. Therefore, bidder can acquire data of 10% of total number of feeders under this package through MRI for the purpose of payment/incentive.”</i>