



# ରାଜ୍ୟ ବିଦ୍ୟୁତ୍ ଭାର ପ୍ରେରଣ କେନ୍ଦ୍ର

STATE LOAD DESPATCH CENTRE

ODISHA POWER TRANSMISSION CORPORATION LIMITED

GRIDCO Colony, P.O.- Mancheswar Rly. Colony, Bhubaneswar-17, FAX-0674- 2748509

CIN: U40102OR2004SGC007553

## CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24

### TENDER NOTICE NO. SLDC-01/2023-24

***“Design, Development, Supply, Installation, Testing & Commissioning of SAMAST Software Scheme with Data Centre & Disaster Recovery Centre Set up and Comprehensive AMC”***

(A) Following modifications are made in respect of the Part-I Section-I, Clause.11 (Earnest money deposit), Part-I Section-II, G.T.C.C., Clause. 31.1 (MINIMUM AVERAGE ANNUAL TURNOVER), Part-I Section-II, G.T.C.C., Clause. 35.0 (Cyber Security (VAPT) Test, Part-I Section-II, G.T.C.C., Clause. 41.0 (Minimum Qualification Criteria of Bidders), Part-I Section-II, G.T.C.C., Clause. 42.1, Table-7 (Manpower Deployment), Annexure-II, Annexure-VI & Annexure-VII of Part-I, Section-III (LIST OF ANNEXURES), Part-I Section-V, TECHNICAL SPECIFICATIONS, Clause. 2.0 (i) (c) and Part-I Section-V, TECHNICAL SPECIFICATIONS, Clause. 2.0 (i) (d) of the above mentioned tender notice. The Techno-Commercial excel workbook of the above mentioned tender notice has been revised accordingly and re-uploaded in the tender portal.

Further, Clause. 60 has been added to Part-I, Section-II, G.T.C.C. of the Tender Specification and formats for Annexure-I and Annexure-XII-(A) & Annexure-XII-(B) are added to Part-I, Section-III (LIST OF ANNEXURES).

The bidders who have already submitted the tender documents in the tender portal are hereby requested to resubmit the bid as per the revised Techno-Commercial excel workbook and clauses of this corrigendum notice. The bids submitted earlier to publication of this corrigendum shall not be considered for technical bid evaluation.

### **Part-I, Section-I, Clause. 11**

#### **11. Earnest money deposit:**

The tender will be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against bid. Tenders without the required EMD as indicated at **Annexure-VIII** will be rejected out rightly.

The earnest money deposit will be furnished in one of the following forms subject to the conditions mentioned below:

i. **Bank Draft:** -To be drawn in favor of Power System, OPTC Ltd, Bhubaneswar. In case of

demand draft.

ii. Bank Guarantee: To be drawn in favour of Odisha Power Transmission Corporation limited, Bhubaneswar.

iii. Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VI** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and to be accompanied by the confirmation letter of the issuing Bank Branch along with conformation through SFMS.

**NOTE:**

- i. The validity of the EMD in the form of Bank Guarantee will be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection
- ii. No interest will be paid on the Earnest Money Deposit.
- iii. The Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e., Through Bank Draft, Bank Guarantee).
- iv. No adjustment towards EMD will be permitted against any outstanding amount with the SLDC/OPTCL.
- v. The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at Annexure-VIII.
- vi. In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money referred to a clause-19 of Section-II.
- vii. Suits, if any, arising out of this clause will be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- viii. EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favor or to execute the order, placed on them.

Tenders not accompanied by Earnest Money will be disqualified.

**Part-I, Section-II, G.T.C.C., Clause. 31.1**

**31.1 MINIMUM AVERAGE ANNUAL TURNOVER (MAAT)**

The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be **INR 20.5 Crores** out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum **INR 4 crores** for the single bidder or sum of both the partners in case of JV. However, if the bidder is having audited account for the FY 2022-23, may submit the MAAT for last three financial years i.e. (FY 20-21, FY21-22 and FY22-23). In case of JV, the average annual turnover of lead

bidder will be minimum 50% of the eligible MAAT value, the average annual turnover of JV Member (other than Lead bidder) will be minimum 25% of the eligible MAAT value. However, the total amount for the JV partners shall not be less than 100% of eligible MAAT value. The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Last Three Financial Years preceding to the year of NIT) as indicated in the following Table-Fin-1 shall not be less than **the above mentioned amount**. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover.

*Note:*

- i. In case of bidder participated through Joint Venture/ Consortium, the MAAT shall be considered together.*

**Table-Fin-1  
MAAT Schedule**

(Name of Bidder or Joint Venture/Consortium Partner)

Sl. No	Financial Year	Last Three Years Annual Turnover (excluding associate companies) on Standalone Basis of the Bidder (in INR Crores)	Last Three Years Annual Turnover for IT Hardware infrastructure /Software development (excluding associate companies) on Standalone Basis of the Bidder (in INR Crores)
1			
2			
3			
<b>A. Total</b>			
<b>B. Average = (A/3)</b>			

**Note:**

- The bidder has to furnish the certificate from the Chartered Accountant (CA) certifying the Last Three Years Annual Turnover in IT Hardware infrastructure /Software development projects of the company only (excluding its Associated Companies) on Standalone Basis based on audited accounts of the last three Financial Years. In case the bidder has executed any project in Joint Venture/ Consortium, the Last Three Years Annual Turnover in IT Hardware infrastructure

/Software development projects certified by the Chartered Accountant (CA) should reflect his share of the turnover only.

In case of Joint Venture/Consortium above (Fin-1) of the Bidder(s) shall be furnished independently by each partner duly certified by Chartered Accountant (CA). However, IT Hardware Infrastructure /Software development projects (excluding Associate Companies) on Standalone Basis for other partner of the Joint Venture/ Consortium not necessarily required.

### **Part-I, Section-II, G.T.C.C., Clause. 35.0**

#### **35.0 Cyber Security (VAPT) Test:**

The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.

### **Part-I, Section-II, G.T.C.C., Clause. 41.0**

#### **41.0 Minimum Qualification Criteria of Bidders**

Bidders would be evaluated on the following criteria as per the guide lines given below by the SLDC, OPTCL Odisha.

The bidder should submit the bid on its own or in Joint Venture/Consortium. The bidder 's experience as sub-supplier/sub-contracting in any contract will not be taken into account in determining the bidder's experience for meeting the mandatory Technical and Financial Qualification Criteria and Technical Evaluation Criteria.

The Bidder **MUST MEET ALL** the following qualification criteria and will submit the relevant documentary evidences as indicated below:

##### **41.1 General**

- i. "The Bidder" means any eligible FARM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.

- ii. Bidders to furnish Self-attested copies of work orders with successful completion certificate from the user to prove the following in full shape.
  - a. The Bidder (Lead bidder in case of JV) will have successfully implemented minimum **two (2) Software development & implementation project** in RLDC / NLDC / Grid India / RPC / STU / SLDC/ Central & State Govt. Power Sector Utility or Power Holding Company / Govt. Discoms. with minimum cumulative project cost INR 50 lakhs (with GST) in India in the last five (5) years ending the date of submission of bid.
  - b. The Bidder (or any member in case of JV) will have completed minimum **two (2) IT infrastructure** in RLDC / NLDC / Grid India / RPC / STU / SLDC/ Central & State Govt. Power Sector Utility or Power Holding Company / Govt. Discoms. with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.
- iii. The Bidders (Lead bidder in case of JV/consortium) should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.
- iv. Bidders (Lead bidder in case of JV/consortium) shall have a valid ISO 9001:2000 or above and ISO 27001. Other JV partner shall have a valid ISO 9001:2000 or above.

#### **41.2 Technical**

- i. The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (**or**) two ongoing project in hand (**or**) having AMC for two projects since last two years, similar in nature with **all** the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC/ Central & State Govt. Power Sector Utility or Power Holding Company / Govt. Discoms.
  - 1. Web based Energy Scheduling**
  - 2. Energy Accounting**
  - 3. Deviation Settlement Mechanism/UI**

**(AND)**

The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (**or**) One ongoing project (**or**) one projects under AMC contract since last two years, similar in nature for **any one** of the following software modules in any RLDC /

NLDC / Grid India / RPC / STU / SLDC/ Central & State Govt. Power Sector Utility or Power Holding Company / Govt. Discoms.

**1. Open Access**

**2. Outage Management**

- ii. Copy of Work Order, Purchase Order, Contract Agreement and Go- live / Completion Certificate from the client.
- iii. Stand-alone UAT and SAT to be conducted for each software module and also in the integrated mode as per the defined use cases and performance benchmark as specified in the software requirement specifications for final acceptance by SLDC, OPTCL.
- iv. The prospective bidder shall be capable to demonstrate to read/access the present MDM facility available at SLDC and ensure to read/access the future AMR/HES solutions to be developed.
- v. Technical Presentation:

Bidders will have to Present / demonstrate the technical solution and overall project approach & Methodology, project plan and time schedule for execution of the project and work flows. This will cover following but not limited to aspects of the project. This will be major criteria during evaluation by SLDC, OPTCL.

  - a) Application Software modules
  - b) IT Infrastructure
  - c) Data Migration
  - d) Integration of real time Scheduling with website

**41.3 Financial**

- i. The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be **INR 20.5 Crores** out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum **INR 4 crores** for the single bidder or sum of both the partners in case of JV. However, if the bidder is having audited account for the FY 2022-23, may submit the MAAT for last three financial years i.e. (FY 20-21, FY21-22 and FY22-23). In case of JV, the average annual turnover of lead bidder will be minimum 50% of the eligible MAAT value, the average annual turnover of JV Member (other than Lead bidder) will be minimum 25% of the eligible MAAT value. However, the

total amount for the JV partners shall not be less than 100% of eligible MAAT value.

- ii. The Bidder will furnish scanned attested copies of the turnover along with audited profit and loss account and balance sheet for the last three financial years on year wise basis. Financial statements audited by a practicing Chartered Accountant will only be accepted. CA certificate stating the overall turnover details and turnover from IT/IT infrastructure projects for the last three years (FY19-20, FY 20-21, FY21-22) with name, seal and registration number of CA. In addition to the financial statements, Turnover/Net worth Certificate duly certified by the practicing Chartered Accountant to be furnished. Since Unique Documents Identification Number (UDIN) is mandatory for issuing certificate by practicing Chartered Accountants, the UDIN will be clearly specified in the above certificate. An undertaking in the prescribed form will be submitted by the bidder. Stringent action including the black listing of the firm from participating tenders of OPTCL may be taken for furnishing forged documents. However, if the bidder is having audited account for the FY 2022-23, may submit the CA certificate stating the overall turnover details and turnover from IT/IT infrastructure projects for last three financial years i.e. (FY 20-21, FY21-22 and FY22-23).

**Note: Financial years mention above shall be applicable for all appropriate clauses in the tender**

- iii. Financial statements of the bidders in the case of limited Companies will be verified
- iv. The Bidder will have positive net worth as on 31/03/2022
- v. The bidder must have INR 2 crore liquid asset in hand.
- vi. Bid capacity must be equal to or more than 13.5 Crores.

**Part-I, Section-II, G.T.C.C., Clause. 42.1**

TABLE-7: Manpower Deployment

Sl. No.	Position	Count	Minimum Qualification	Minimum Work Experience
1	Project Manager	1	B.E. /B. Tech/ MCA	12 (Twelve) years of experience in IT / Power sector with minimum 5 (Five) years of experience in areas such as power market / power trading / open access / SLDC and IT implementations in power sector. Should have relevant experience in Project Management and System Integration.
2	Team Lead - IT Infrastructure	1	B.E. /B. Tech/MCA	07 (Seven) years of experience in IT / Power sector with minimum 5 (Five) years of experience in Control Center/Data Center implementation.
3	Team Lead –Software	1	B.E. /B. Tech/ MCA	07 (Seven) years of experience in IT / Power sector with minimum 5 (Five) years of experience in software development / handling and delivery in the power sector.
4	Power Sector Expert	1	B.E./B. Tech/MCA	07 (Seven) years of experience in power sector with minimum 5 (Five) years of experience in areas such as power market / power trading / open access / SLDC and IT implementations in power sector
5	IT Engineer	2	B.E. /B. Tech /MCA with certification in networking as per latest industrial standards	5 (Five) years of experience in Hardware and Networking and minimum 3 (Three) years in Power Sector. Previous experience in data center and control center commissioning mandatory.
6	Software Developer	7	B.E. / B. Tech/ MCA	5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector
7	Software Architect	1	B.E. / B. Tech/ MCA	5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector
8	DBA (Database Administrator)	2	B.E. /B. Tech/ MCA	5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector with DBA certification,
9	QA (Quality Assurance Engineer)	3	B.E. /B. Tech/ MCA	5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector with ISTQB certification.



10	Power Regulatory Expert	1	B.E./B. Tech	8 (Eight) years of experience in Power Sector in areas such as power market / power trading / open access / SLDC / regulatory
11	Power Sector Analyst	2	B.E./B. Tech	3 (Three) years of experience in Power Sector in areas such as power market / power trading / open access / SLDC / regulatory

**Part-I, Section-III (LIST OF ANNEXURES)**

**ANNEXURE-II: ABSTRACT OF GTCC**

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT

[COMMERCIAL] TO ACCOMPANY PART-I :

(To be filled up by the tenderer as indicated in the excel sheet for “Acceptance of Important Terms and Conditions - Schedule II”)

**ANNEXURE-VI: BG FOR EMD**

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT  
**(To be Stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)**

Ref No: .....  
Bank Guarantee No. ....  
**Date:**.....  
**BG Amount:**.....  
**Validity Period:**.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of ..... work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated.....of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [ Rupees in *words*----- ] valid for a period of .....days is required to be submitted by the bidder, as per Tender Specification, we the \_\_\_\_\_ ) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on

written request by the <Tender Issuing Authority, ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to ..... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the \_\_\_\_\_ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank will be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee will be restricted to an amount not exceeding Rs..... ( Rupees in words.....)
3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond will be a valid discharge of our liability for payment thereunder and the bidder will have no claim against us for making such payment.
4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained will remain in full force and effect during the aforesaid period of \_\_\_\_\_ days [in words]..... (as per Tender Specification) and it will continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of Issuing Bank> in writing on or before \_\_\_\_\_ we will be discharged from all liability under this guarantee thereafter.
5. We the \_\_\_\_\_ Bank further agree with OPTCL that OPTCL will have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we will not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.
7. We \_\_\_\_\_ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .
8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee will also be invocable at our place of business at ----- Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

“ **Notwithstanding anything contained herein**”

a) Our liability under the bank guarantee will not exceed Rs.------(Rupees in words-----  
-----) only.

b) This Bank guarantee will be valid up to -----.

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> will be liable to pay  
guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch  
of Bhubaneswar a written claim or demand on or before .....,

The Bank Guarantee is issued in paper form and Advice transmit Bed through SFMS with required  
details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature .....  
Full name .....  
Designation .....  
Power of Attorney No. ....  
Date.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)  
Signature .....  
Full name .....  
(2)  
Signature .....  
Full name .....

**N.B.:**

1. Name of the Bidder.: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. E-NIT No.....
6. Package/Works No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....

9. The Bank Guarantee will be accepted after getting SFMS advice as per details below.

**Format for SFMS details**

**(The Unique Identifier for field 7037 is “ OPTCL541405793”)**

Table 1 Format for SFMS details

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

**ANNEXURE-VII: CPBG**  
**[PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT**  
**PAYMENT AND PERFORMANCE]**

**(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)**

**Ref No:-** .....  
**Bank Guarantee No.** .....  
**Date:** .....  
**BG Amount:**.....  
**Validity Period:**.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to M/s/Shri ..... , Address..... (herein after called the “Supplier”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Supplier on furnishing by the Supplier to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. \_\_\_\_\_ dated \_\_\_\_\_ for the due fulfillment by the said Supplier of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, we the bank \_\_\_\_\_ [Indicate bank Name , Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s/Shri \_\_\_\_\_ supplier do hereby undertake to pay to OPTCL, an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only .
2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank will be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee will be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees----- In Words).
3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Supplier in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond will be a valid discharge of our liability for payment thereunder and the Supplier will have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained will remain in full force and effect during the aforesaid period of \_\_\_\_\_ days and it will continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we will be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL will have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by, OPTCL against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we will not be relieved from our liability by reason of any such variation postponement or extension being granted to the said supplier(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the supplier(s).

7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee will also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Not withstanding anything contained herein”**

a) Our liability under the bank guarantee will not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee will be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> will be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,

The Bank Guarantee is issued in paper form and Advice transmit Bed through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

**N.B.:**

1. Name of the Supplier: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
10. The Bank Guarantee will be accepted after getting SFMS advice as per details below.

### Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----



**Part-I, Section-II, G.T.C.C., Clause. 60**

**60. Third Party Safety Certificate:**

Bidders (Lead Bidder in case of JV/consortium) shall provide third party Safety Certification (“S” mark) Scheme of electronic sector promoted by Standardization Testing and Quality Certification Directorate (STQC), Ministry of Electronics and Information Technology, Govt. of India, for Hardware items only before delivery of Materials.

**Part-I, Section-III, LIST OF ANNEXURES**

**ANNEXURE-I**

**SELF DECLARATION FORM**

We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party submitted a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.

Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf ) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

Dated this .....day of .....**20**..... at.....

Thanking you, we remain,

Yours faithfully,

Date :  
Place :  
(Designation).....  
(Common Seal).....  
Business Address:

(Signature)  
(Printed Name).....

Country of Incorporation :( States or Provinces to be indicated) (Name & Address of the Principal Office)

**Enclosure:****A. Soft Form of Documents (Scanned Copy):**

Sl No	Description	.Pdf file reference
1	DD towards Tender Cost, and Documentary proof of payment of Tender Processing Fees through e-payment mode.	Attach 1.pdf
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium (In case of Bid from Joint Venture/ Consortium).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i. Work Orders/LOA (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above.	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 03(Three) years. FY:2019-20,2020-21,2021,22 MAAT Schedule (Fin-1) ii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iii. Net Worth Schedule (Fin-3) iv. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4) v. Total Order Value of SLDC, OPTCL, GRIDCO work in Hand (if any) (Fin-5)	Attach 4.Pdf
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate etc.	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the .XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.	Attach 6.pdf

7	Commercial Deviation Schedule to be submitted as per the prescribed format duly signed. (Annexure-XII-A)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-XII-B)	Attach 8.pdf
9	Self-Declaration Form as per the format (Annexure-I)	Attach 9.pdf
10	Any Other relevant documents (As per requirement of the tender)	Attach 10.pdf

**B. Schedules (XLS format) in the e-Tender Portal of OPTCL :**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Schedules in XLS format</b>
1	Bidders' information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Documents to Qualifying requirement	Schedule-IV
5	Financial qualification	Schedule-V
6	Outright Rejection Criteria	Schedule-VI
7	Documents to Accompany Bids	Schedule- VII

**ANNEXURE – XII-A**  
**TECHNICAL DEVIATION SHEET**

**Bidder's Name & Address**

To  
The CLD,  
SLDC, Bhubaneswar.

Ref.:

1. E- NIT No:.....

**Sub: Technical Deviation Sheet.**

Dear Sirs,

The following are the Technical Deviations and exceptions from the specifications and documents for the subject works. These deviations are exhaustive, except for these deviations, the entire package/works shall be performed as per your specifications and documents.

<b>Volume/Clause</b>	<b>Ref./Page No.</b>	<b>As specified in the Technical Specification</b>	<b>Technical deviations , if any</b>

- Note:
1. Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.
  2. The deviations, if any, shall be brought out separately for each of the equipment/Materials/works.
  3. Deviations mentioned other than the above shall constitute Nil/No deviation.

**Date:**

**(Signature) .....**

**Place:**

**(Printed Name) .....**

**(Designation) .....**

**(Common Seal) .....**

**(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)**

**ANNEXURE – XII-B**

**COMMERCIAL DEVIATION SHEET**

Bidder's Name & Address

To  
The CLD,  
SLDC, Bhubaneswar.

Ref.:  
E- NIT No:.....

**Sub: Commercial Deviation Sheet.**

**Dear Sirs,**

We hereby undertake to execute the work without any deviation to the Commercial terms and conditions of the Works contained in the tender specifications.

Sl. No.	Tender Clause Reference	Page Ref. No.	Commercial Deviation, if any

Date:  
Place:

**(Signature of the Bidder)**  
( Printed Name) .....  
(Designation) .....  
(Common Seal) .....

**Note: 1. Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.**

***(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment as a token of acceptance towards the NIL/NO deviation to the Commercial Terms and Conditions)***

**Part-I Section-V, TECHNICAL SPECIFICATIONS, Clause. 2.0 (i) (d)**

**2.0 Chapter 2: Hardware Architecture for Data Centre and DR**

**i. Typical hardware requirements for a centralized data center (DC) are as under:**

(C) Hardware configuration shall involve redundant / failover servers configuration at DC, where Main & Redundant / Failover Servers and other critical hardware shall be configured in High Availability (HA) mode (Active – Active mode). Disaster Recovery (DR) System shall have the complete backup of the Application Software & Database to provide critical system recovery protection. Keeping in view of ensuring adequate protection of the backup data of main IT System at DC, the DR System shall be hosted at different premises other than the DC System location. SAMAST Data Center (Main IT System at DC) & DR System are proposed to be connected for data communication through Fiber Optic communication medium. Bidder should ensure Active-Active configuration in DC and Active-Active configuration between DC & DR as well. The robustness of the active-active architecture shall be presented during the technical presentation for evaluation by the tender evaluation committee.

**Part-I Section-V, TECHNICAL SPECIFICATIONS, Clause. 2.0 (i) (d)**

**2.0 Chapter 2: Hardware Architecture for Data Centre and DR**

**i. Typical hardware requirements for a centralized data center (DC) are as under:**

(d) For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Industry Standard RDBMS (Enterprise Edition) i.e., Oracle, MS-SQL Server, MySQL etc.

**(B)** The last date and time of online requisition of the bid document, submission of the bid document and opening of Techno-Commercial bid against Tender notice no-SLDC-01/2023-24 are rescheduled as below.

<b>SL.NO</b>	<b>DESCRIPTION</b>	<b>EXISTING SCHEDULE</b>	<b>REVISED SCHEDULE</b>
1	Online request of Tender document at <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>	Up to dt: 28-08-2023 (12.30 Hrs)	Up to dt: 11-09-2023 (12.30 Hrs)
2	Last date & time of online submission of bid document	Date: 28-08-2023 (16.30 hrs)	Date: 11-09-2023 (16.30 Hrs)
3	Date & time of online opening of Techno- Commercial bid	Date: 29-08-2023 (11.00 hrs)	Date: 12-09-2023 (11.00 Hrs)

**(C)** Reply of SLDC to the queries raised by the bidders is annexed herewith for information.

**Sd/-**

**Director (SLDC)**

## TENDER NOTICE NO. SLDC-01/2023-24

NAME OF PROJECT: Design, Development, Supply, Installation, Testing &amp; Commissioning of SAMAST Software Scheme with Data Centre &amp; Disaster Recovery Centre Set up and Comprehensive AMC

## REPLY TO QUERIES RECEIVED FROM FIRMS

NAME OF CLIENT: STATE LOAD DESPATCH CENTER, OPTCL, BHUBANESWAR

## NAME OF THE FIRM : PWC

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
1	Clause 30.2 (f). Evaluation of price bid, page 42 - 43	The total evaluated prices of all the Bidders, shall be compared to determine the lowest evaluated price.	<p>The evaluation framework is not giving any weightage to quality and merely suggesting that price is the only criteria which OPTCL is concerned about. This will discourage participation of serious, capable and experienced bidders.</p> <p>Many of the power utilities have adopted globally recognised and proven Quality &amp; Cost Based Selection (QCBS) approach in true sense for such procurements. The Ministry of Electronics &amp; Information Technology (MeitY), Government of India has also recognized QCBS approach for selection of technology implementation agencies. There are many other examples of technology implementation tenders in the Indian power sector where QCBS approach was adopted. Hence, we request to adopt QCBS approach in true sense with 80:20 weightage (technical:financial) and proper technical scoring framework for selection of the bidder.</p>	As per the Tender specification.
2	Clause 41.1. Minimum Qualification Criteria of Bidders	<p>The bidder having following valid Certification in addition to ISO 27001</p> <ol style="list-style-type: none"> <li>1) ISO 27000-1</li> <li>2) ISO 9001 - Quality Management System</li> <li>3) CMMi Level 3 Certification or above</li> </ol>	<p>ISO 9001 and CMMi level 3 are very basic certifications for any bidder operating in technology space. So, this criteria is very weak. We understand OPTCL is expecting quality product and delivery from bidders. OPTCL is requested to change minimum criteria for CMMI Level certification from 3 to 5. The rationale for CMMI Level 5 is mentioned below</p> <p>Any organization which has CMMI Level 5 certification should have used quantitative and statistical analysis to predict risk of projects proactively and thus improve process stability and capability in relation to the achievement of quality and process performance objectives much better than that of a Level 3 company. Any organization having Level 5 certification would routinely and proactively manage projects with different charts and statistical lead indicators, like, project burn up charts, employee turnover rate, error rates, SLA breach, causal analysis of residual defects and such other important quality objectives. As these indicators are predictive in nature and allow for adjusts based on results obtained at that instance to influence expected outcomes.</p> <p>In contrast to that, companies having Level 3 maturity would use lagging indicators like plan vs. actual in schedule and effort or cost of capital, cycle time or measure defects and system failures. These indicators are typically post facto based, easy to measure but hard to influence an outcome. They are historical in nature and don't necessarily reflect current activity. They are collected after the fact.</p>	As per the Tender specification.



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
3	Part I, Section I (Instruction to bidders), Clause 6 (Purchaser's Right Regarding Alteration of Quantities Tendered), Page 17	Deviation to the revised scope of works is not permissible under the contract. However, at any time during the execution of the contract, SLDC, OPTCL reserve the right to vary the quantity of any item with reference to the BOQ to any extent within the limit of $\pm 25\%$ of the BOQ of the LOA at the same unit rate and terms conditions contained in the LOA. However, any increase in the BOQ quantity of an item beyond 25% of the BoQ of the LOA shall be lower of price available in BoQ (i.e. in LOA) or Rate Contract or Cost Data.	We understand that this clause is not applicable for the software contract / scope of work. Kindly delete this clause as CR framework is already provisioned in the RFP.  PwC would like to suggest that quantity will remain fixed after award of LoA as the price quote during bidding are directly related to the BoQ.	As per the Tender specification.. However, however, applicable on supply items.
4	Part I, Section I (Instruction to bidders), Clause 6 (Bidder's Liberty to deviate from Specification.), Page 18	The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in line with the Developers, manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. [Read with Clause-9, Section-II of the Specification]. Such deviations may be accepted if purchaser is fully convinced and satisfied or else bidder's proposal will be rejected.	If deviation is allowed in the BoQ / Technical specifications, there might be implications on the commercial bid. How will purchaser ensure that the bidding quantity / specs of vendors are uniform for price evaluation purpose? Please clarify	As per the tender specification, however, higher version shall be allowed without commercial impact with due certification.
5	Part I, Section I (Instruction to bidders), Clause 20 (Expenses against FAT), Page 22	Expenses against FAT The expenses under the following heads, in respect of SLDC, OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials/software at the inspection and testing site, will be borne by the supplier/bidder.	Since it is software implementation, FAT can be shown in PwC environment before deployment to DC. It is recommended that PwC representative will visit OPTCL office to show the functionalities through demonstrations and testing sessions with the OPTCL. OPTCL is requested to delete the clause as it is not applicable for software implementation / scope of work	As per the tender specification, however, for bought out items, FAT shall be carried out at bidder's premises before delivery to the purchaser.
6	Part I, Section II (GENERAL TERMS AND CONDITIONS OF CONTRACT), Clause 5: Training, Page 31	The supplier will provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand knowledge in software and hardware, its erection, commissioning and for its proper operation & maintenance in service, wherein it is thought necessary by the purchaser. The training will be imparted as per the plan detailed in technical specifications Section- V	Purchaser should clarify how many training sessions will be required, how many trainers to be trained, how the training will be delivered and what facilities will be provided by OPTCL for facilitating the training, whether any logistics costs are to be borne by bidders?  PwC suggests that OPTCL will facilitate the training, coordinate and invite the participants, arrange for training hall, internet, and other basic necessities for sitting of the participants. PwC will conduct the training in "train the trainer" mode and PwC will not provide any certification to the participants.	No of Participants: Please refer Part-I, Section III, Annexure-III, Table-9 Venue: SLDC/OPTCL Chapter 8 item iv. : Minimum training for hardware and software support team will be in three parts of total 90 hours (6 hours x 15 days). The software support team will comprise of representatives from SLDC and OPTCL.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
7	Part I, Section II (GENERAL TERMS AND CONDITIONS OF CONTRACT), Clause 13: Delivery, Page 34	Time being the essence of the contract; the software/ equipment will be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period will be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.	It is requested to the Purchaser to mention the following regarding delivery - 1) what will be the acceptance criteria and acceptance process of the deliverables? 2) What is the period within which Purchaser will review the deliverables submitted by bidder and provide feedback?	1.Bidder's to demonstrate successful operation of SAMAST deliverables by UAT/SAT mentioned in tender specification. 2.Feedback will be given immediately within two weeks after completion of above mentioned in SI-1.
8	Pare-1, Section-II, Clause-22.0/39	Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract, point(i)	We understand we will not be held responsible if the work is delayed due to external factors/ dependencies/ reasons beyond our control. Please clarify.  We suggest to Purchaser that the price reduction clause, if invoked, should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question.	As per the Tender specification.
9	Part I, Section II Clause 22: Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract, Page 39	(ii)During the guarantee period, if the Supplier fails to rectify/replace the equipment/material / install within 15 days from the date of intimation of defect by the purchaser, then the Price Reduction Schedule at the rate of half percent (0.5%) of the Total Taxable Value for each calendar week of delay or part thereof will be recovered by the purchaser. For this purpose, Price Reduction Schedule will be reckoned from the 30th day from the date of issue of letter on defectiveness of equipment/material. The total amount of Price Reduction Schedule in this case will not exceed 10% (TEN PERCENT) of the Purchase Order/Contract amount except GST	Kindly clarify, does 0.5% of the Total Taxable Value means total value of the contract including AMC? Is this applicable for only hardware guarantee period?	As per the Tender specification.. Penalty towards rectification/replacement of the equipment/material during gaurantee period shall be applicable on the total order value excluding CAMC value.
10	Part I, Section II (GENERAL TERMS AND CONDITIONS OF CONTRACT), Clause 38: Fall Back, Page 54	If the System or Sub-system fails to pass the SAT or Go-Live even after 3 unsuccessful attempts, then SLDC reserves the right to terminate the Contract and if the Contract is terminated, the Performance Security Deposit will be forfeited. The remaining work shall be carried out by SLDC through any other supplier at the risk and cost of the Bidder.	It is suggested to OPTCL that the fall back, if invoked, should be tightly aligned to a well laid consultative process and ascertaining the cause of the unsuccessful attempsts in question. We should not be held responsible if the unsuccessful attemosts are due to external factors/ dependencies/ reasons beyond our control.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
11	Part I, Section II (GENERAL TERMS AND CONDITIONS OF CONTRACT), Clause 41: Minimum Qualification Criteria of Bidders, Page 55	41.1.v: Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	Is this certification to be provided for the website on which the modules are to be hosted? Please clarify  We understand that for website STQC audit shall be performed before Go Live. No certification will be provided by the Bidder at the bidding stage Please clarify.	"S" Marks applicable for Hardware only, To be produced before delivery of Materials. Rest as per the Tender specification.
12	Part I, Section VI (COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT), Clause 18: Payment of maintenance charges and Price Reduction (based on the total System availability), Page 222	Clause-18(ii) In the event of availability below a certain level, the maintenance charges would be proportionately reduced as follows: Less than 99% - Deduction of 2% of the apportioned prices of the apportioned quarterly AMC for every 0.5 % or part there of decrease in availability under 99%. This deduction will be subject to maximum 50% of the total payable amount of the quarter.	Maximum deduction of 50% of the total payable amount is not acceptable. OPTCL is requested to limit the deduction to 5% of the total payable amount of the quarter	As per the Tender specification.
13	Part I, Section VI (COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT), Clause 19: Deduction against non-compliance of Preventive Maintenance, Page 222	Routine preventive maintenance shall be carried out on quarterly basis in addition to the normal maintenance and submit the relevant records to the Engineer in charge. In the event of missing of the preventive maintenance in any quarter by the bidder, 30% of amount payable for that quarter shall be deducted for non-compliance.	Maximum deduction of 30% of the total payable amount is not acceptable. OPTCL is requested to limit the deduction to 5% of the total payable amount of the quarter	As per the Tender specification.
14	Table 2, Page 2	Table-2, Tender Details	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	As per the Tender specification.
15	Part-I, Section-II-Clause 56 Pg 64	56. Limitation of Liability The final payment by SLDC, OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released. Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to SLDC, OPTCL, whether in contract, or otherwise, will be limited to 100% of the contract value.	There are following exceptions to the limitation of liability *to the extent permitted by law OPTCL is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited. OPTCL is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
16	Clause 56 Pg 64/ Clause 6.3 Pg 230	Limitation of Liability Indirect and consequential losses are not excluded from liability	OPTCL is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. OPTCL is requested to include the below clause:  "Purchaser agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	As per the Tender specification.
17	Part-I, Section-II-Clause 49 Pg 62	49. Documents to be treated as Confidential: The supplier shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Purchaser. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.	Exceptions to confidential information are not provided. OPTCL is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:  "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	As per the Tender specification.
18	Clause 49 Pg 62	Confidentiality Obligations	Parties to whom information can be disclosed is not documented: OPTCL is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. OPTCL is therefore requested to kindly include the following clause:  <i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i>	As per the Tender specification.
19	Clause 49 Pg 62	Confidentiality Obligations  Obligations to survive from the date of expiry or termination of contract	We request OPTCL to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
20	Not applicable	Confidentiality Obligations Obligation to return all confidential information / destroy all confidential and no right to retain a copy	We request OPTCL to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	As per the Tender specification.
21	Not applicable	Confidentiality Obligations  No right to disclose OPTCL name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request OPTCL to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per the Tender specification.
22	Clause 12 Pg 33	12.0Patent rights Etc. The supplier will indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity will also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.Indemnity  Indemnities for IPR infringement claims without exceptions	We request OPTCL to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.  "1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
23	Not applicable	Indemnity Indemnity for breach of contract obligations	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	As per the Tender specification.
24	Not applicable	Indemnity Indemnities for tax non payment	<p>In the GST regime, this clause may not be feasible. We request you to kindly delete this clause.</p> <p>Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.</p>	As per the Tender specification.
25	Not applicable	Indemnity Indemnities for death and bodily injury	Request OPTCL to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	As per the Tender specification.
26	Not applicable	Indemnity Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	As per the Tender specification.
27	Not applicable	Indemnity No process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally</p>	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
28	Cl 15 Pg 35	15.0Supplier's Default Liability (i)The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.Termination Termination without adequate notice and rectification period	To uphold the principles of natural justice, we request OPTCL to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	As per the Tender specification.
29	Part-I, Section-I- Cl 22 (a) Pg 24	22.TERMINATION OF CONTRACT ON SLDC, OPTCL'S INITIATIVE: aThe SLDC,OPTCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The SLDC,OPTCL shall in such an event give fifteen (15) day's notice in writing to the Contractor of his decision to do so. Termination of convenience Termination without adequate notice	To uphold the principles of natural justice, we request OPTCL to notify us and give us a notice period of at least 60 days, prior to invoking this clause.	As per the Tender specification.
30	Not applicable	Termination Bidders do not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request OPTCL to give us the right to terminate the contract in case OPTCL breaches any of its material obligations under the contract, provided a notice for such breach is given to OPTCL along with a rectification period of 30 days.	As per the Tender specification.
31	Not applicable	Termination Unreasonable ground for termination	We request OPTCL to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the OPTCL for such breach.	As per the Tender specification.
32	Part-I, Section-II-Cl 19 Pg 37/ Section-VI-Cl 20 Pg 222	Cancellation Cancellation / Recession of Contract	Cancellation / Recession means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	As per the Tender specification.
33	Cl 23 Pg 24/ Cl 6 Pg 31/ Cl 15 (ii) Pg 35/ Cl 38 Pg 54	Part-I, Section-I-Clause-23-Contractor's Default Part-I, Section-II: Rejection of Software module/ Haredare materials Clause 15(ii): Supplier's Default Liability Clause-38: Fall Back Purchase Risk Risk purchase Back.	Request OPTCL to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that OPTCL will use government procurement norms (including price discovery) for procurement of such services from third parties.	As per the Tender specification.
34	Cl 33 Pg 53	Part-I, Section-II: Conflict of interest  Several conflict of interest related obligations on us and there are certain declaration requirements	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private OPTCLs. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
35	Not applicable	Related Party	We understand that this declaration pertains to confirmation w.r.t. related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this will be an arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.	As per the Tender specification.
36	Cl 22 Pg 39/ Cl 18 & 19 Pg 222	<p>Part-I, Section-II, Clause-22 Price reduction schedule for delay in completion of supply under purchase order/for AMC Section-VI- AMC, Clause 18-Payment maintenance charges &amp; price reduction Clause-19: Deduction against non-compliance Liquidated damages of preventive maintenance</p> <p>Penalty/LDs capped at more than 5%</p> <p>(Supplier fails to deliver the Software/ materials/complete Development/ installation &amp; commissioning within the schedule- Price Reduction Schedule 5%</p> <p>During the guarantee period, if the Supplier fails to rectify/replace the equipment/material / install within 15 days from the date of intimation of defect by the purchaser- Price Reduction Schedule 10%</p> <p>Deduction of 2% of the apportioned prices of the apportioned quarterly AMC for every 0.5 % or part there of decrease in availability under 99%</p>	We request OPTCL to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per the Tender specification.
37	Cl 22 Pg 39/ Cl 18 & 19 Pg 222	<p>Part-I, Section- II, Clause 22.0Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract</p> <p>Section-VI, Clause18.Payment of maintenance charges and Price Reduction (based on the total System availability) 19.Deduction against non-compliance of Preventive Maintenance:</p> <p>Not sole and exclusive remedy</p>	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	As per the Tender specification.
38	Cl 22 Pg 39/ Cl 18 & 19 Pg 222	Liquidated damages Not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per the Tender specification.



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
39	Not Applicable	Replacement of Personnel  Penalties linked to replacement / no exceptions provided (death, illness, resignation, etc.)	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, OPTCL is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the OPTCL.	As per the Tender specification.
40	Part-II, Section-VII, Cl 10.2 Pg 231/	10.2 We fully understand that the time schedule stipulated in the proposal is the essence of the contract, if awarded. To this effect work completion schedule indicating key mile stones have been uploaded in the tender portal.	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the OPTCL and other third parties for completing the project. There may be delays on part of OPTCL and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	As per the Tender specification.
41	Part-I, Section-II, Cl 13 Pg 34	13.0(i) <b>Delivery:</b> Time being the essence of the contract; the software/ equipment will be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period will be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the OPTCL and other third parties for completing the project. There may be delays on part of OPTCL and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.	As per the Tender specification.
42	Not applicable	IPR  No protection to our pre-existing IPRs	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all OPTCLs. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other OPTCLs. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.  "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the OPTCL/OPTCL to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for OPTCL's internal business operations."	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
43	Part-I, Section-II, Cl 23 Pg 40	Insurance Wide insurance procurement obligations	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	As per the Tender specification.
44	Part-I, Section-II, Cl 34 Pg 53	Third party Audit Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow OPTCL to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	As per the Tender specification.
45	Section-I, Clause-25/ page 26	25.Litigation/Arbitration No clear/dedicated arbitration clause	We request OPTCL to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:  "In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."	As per the Tender specification.
46	Section-I, Clause-25/ page 26	25.Litigation/Arbitration Non-independent arbitrator	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the OPTCL and the two arbitrators appoint third arbitrator. Please confirm.	As per the Tender specification.
47	Part-I, Section-II, Cl 52 Pg 63	Engineer In charge's decision: Condition precedent	The Engineer-In-Charges' decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. We request the OPTCL to delete this condition precedent requirement.	As per the Tender specification.
48	Not applicable	Survival obligations Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
49	Cl 13.1 of Bid Proposal Sheet at page 231  (Pre-qualification requirement/declaration regarding blacklisting / debarment)	We are not eligible to bid in case we have ever been blacklisted / debarred in the past, and/or Declaration regarding past blacklisting/debarment where no time limit has been specified.	<p>Please clarify whether the blacklisting declaration is solely related to default in executing the Turnkey Contract or in the performance of the contract entrusted to the Bidder in any of the Electricity Transmission Utilities of India?</p> <p>We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p>	As per the Tender specification.
50	Cl 25 Pg 26/ Cl 48 (x) Pg 62/ Annexure-XIII Pg 87	Litigation History / Details of litigation	<p>1. While the RFP has sought details of all such litigations from bidders, the RFP does not mention any objective criteria about how these details would be used / evaluated and what bearing the details would have on the evaluation of proposals submitted by bidders. For eg. if a bidder submits details of 12 litigations and another bidder submits details of 15 litigations, it is not clear how your good office would objectively evaluate these litigation details and how it would impact both the bidders.</p> <p>Moreover, any professional services firm having long standing operations may have various ongoing litigations in the normal course of business including cases filed by the bidder against its vendors, employees, theft at office premises, cyber security attacks etc. in exercise of its legal rights and remedies available under the law. It is not clear whether the litigations filed by the bidder and the litigations filed against the bidder would be treated at the same footing or different footing for the purpose of any evaluation of the litigation history. In any event, filing suits / complaints etc to seek legal remedy is a matter of legal right available to every Indian citizen under the laws of India and we firmly believe it should not have a bearing on the eligibility of a bidder to participate in the Govt tenders.</p> <p>We would request your good office to kindly clarify the objective criteria based on which these litigation details would have a bearing on the proposal evaluation. If there are no objective criteria, and if the litigation details would be subjectively / arbitrarily evaluated, then we</p>	As per the Tender specification.
51	Not applicable	Major Litigation	We request the OPTCL to kindly appreciate that any entity having long standing operations would be a party in certain litigations / arbitrations in its ordinary course of business. Such litigations/ arbitrations, even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Hence, we request the OPTCL to modify the term 'Major Litigation' to pending litigation and their impact on the ability of the Bidder to perform services under the proposed tender.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
52	Not applicable	Details of pending enquiry / investigation	We request the OPTCL to kindly appreciate the details of a pending enquiry or investigation against an entity is confidential information of such bidding entity. Such enquiry or investigation even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Hence, we request you to kindly modify the undertaking/qualification criteria to the effect that the bidders are required to submit only a declaration (without mentioning details of investigation or enquiry) stating that there is no material pending enquiry or investigation for a non-grave offence which if adversely determined would impact the ability of the Bidder to perform services under the RFP.	As per the Tender specification.
53	Not applicable	Declaration regarding pending investigation by regulatory authority/criminal investigation against the Company/ directors/ partners	We request that the bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder .	As per the Tender specification.
54	Not applicable	Non-performance	We request the OPTCL to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.	As per the Tender specification.
55	Not applicable	No third party disclaimer  There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	As per the Tender specification.
56	Not applicable	Acceptance  No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  "Within 10 days (or any other agreed period) from OPTCL's receipt of a draft deliverable, OPTCL will notify Consultant if it is accepted. If it is not accepted, OPTCL will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If OPTCL does not notify Consultant within the agreed time period or if OPTCL uses the draft deliverable, it will be deemed to be accepted."	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
57	Not applicable	Refund of fee  Consultant is liable to refund the fee received till date in case of termination/cancellation of contract	We request the OPTCL to consider that the consultant is entitled to fees for the services performed till date. Further, the OPTCL has the right to claim damages for breach under the applicable laws. In view of the same, we request the OPTCL to omit this excessive remedy.	As per the Tender specification.
58	Not applicable	Exclusivity	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private OPTCLs. We wish you to note that while we have a mechanism in place to identify any patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. However, the same does not affect our objectivity to provide our services under this RFP. Therefore, please consider our request for deletion of this clause to the extent of desired exclusivity	As per the Tender specification.
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
59	Clause # 2.4.1 - Table 20 - Database Server, page 117	Windows Server Latest Edition/ Linux (RHEL) Enterprise Latest Edition with full Virtualization support	Oracle Linux and Oracle Virtualisation needs to be included as no other Virtualisation is certified by Oracle for Core Capping as per the requirement in x86 platform . Also OEL is based on the same kernel as Red linux . Check the following URL - <a href="https://www.oracle.com/a/ocom/docs/linux/oracle-linux-ds.pdf">https://www.oracle.com/a/ocom/docs/linux/oracle-linux-ds.pdf</a> and <a href="https://www.oracle.com/technetwork/database/enterprise-edition/db-virtualization-support-133757.pdf">https://www.oracle.com/technetwork/database/enterprise-edition/db-virtualization-support-133757.pdf</a> . Request you to amend the clause accordingly	As per the Tender specification
60	Clause # 2.4.1 - Table 20 - Database Server, page 117	64 Bit, Latest Generation, 1 x Intel Xeon, gold 5220 processor, 3 GHz or better, Min. 8 Cores and 2* 8 Core/16T	Our understanding is that we need provide 2 Socket server both populated with Intel Xeon gold 5220 . refer - <a href="https://ark.intel.com/content/www/us/en/ark/products/193388/intel-xeon-gold-5220-processor-24-75m-cache-2-20-ghz.html">https://ark.intel.com/content/www/us/en/ark/products/193388/intel-xeon-gold-5220-processor-24-75m-cache-2-20-ghz.html</a> . Intel Xeon gold 5220 is 18 core processor launched in Q2'19 . Hence availability maybe a concern . Hence request you amend this -Latest generation Intel Xeon gold with min 8 core	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.
61	Clause # 2.4.1 - point # 18, page 116	Warranty & Support - 5years OEM warranty - 5-year parts, 5-year labor, 5-year onsite support	We Understand is that it is overriding clause on warranty for all HW Items. Kindly confirm . Also the Warranty clause will be as per the respective OEM policy . Kindly note the same and acknowledge it .	As per the Tender specification.
62	Clause # 2.5 NAS (Network Area Storage) and 2.6 SAN (Storage Area Network), page 120	A NAS (Network Area Storage) based storage will be provided for minimum 7 Years Data & storage & will be sized adequately for storage capacity. & A SAN (Storage Area Network) based storage shall be provided for minimum 7 Years Data storage & shall be sized adequately for storage capacity.	We understand here that bidder needs to the sizing for NAS and SAN based on the current estimate provided in RFP for Smart meters etc . Any changes will impact the sizing . The estimates for next 7 yrs needs to be provided by OPTCL	As per the Tender specification

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
63	Section IV: SoW: Point 27, page 95	In short, the bidder will have absolute responsibility for the Project from Start to Finish, for End to End complete Solution for Implementation and during warranty and AMC period, which would be further extendable as mutually agreed terms if required at later stage. This includes but not limited to sites surveys, planning, design, detailed engineering, procurement, manufacture, assembly, factory testing, packing, supply & delivery at site, handling, insurance of all types/ events/ purposes & storage at sites along with all the accessories, interfacing requirements i.e. wires/ cables/ connectors/ Terminal blocks/ enclosures/ cabinets, lock & key arrangement, site preparations, earthing, erection, installation, integration, networking, testing at site, end to end testing, guaranteed availability tests, performance testing, commissioning, training, purchaser's capacity building to independently handle, maintain & further develop the system, finally handing over (however custody of the implemented equipment/ sub-systems/ system will be of Purchaser from the day it is paid for/ declared commissioned)	We would like to request OPTCL for the consideration of the below pointers towards the project implementation: 1. Finalisation the DC location with amenities like Power socket availabilites, Sitting arrangements, Air-Conditioned Environment. 2. Finalisation of the Survey format 3. Finalisation of store location and the In-store insurance for the IT infra Hardware to be stored post delivery at site till the payment issuance against the same to the bidder.	1. The data Centre space including UPS power for Data Centre is in the scope of SLDC. 2. Survey format to be developed by the bidder after issuance of Work Order.3.Storage of Materials till installation is at Bidder's risk.
64	Not applicable, page	Integration between SAMAST and CDCS server	We understand that the CDCS server and SAMAST server will be places in the same datacenter (same floor). The coonectivity between SAMAST derver and CDCS server should be provided by OPTCL. Please confirm.	Same location
65	Section IV: SoW: Point 6, page 92	Comprehensive solution for demand forecast, for operation planning and scheduling as detailed in this document	We understand that Forecasting of Demand, Availability or any other related parameters is not in the scope. Kindly confirm	Load Forecast is not in the scope of the Tender
66	Section IV: SoW: Point 7, page 92	Automated Energy Accounting for the state including Generators, DISCOMs and other state embedded beneficiaries. (i) Integration with SLDC, OPTCL Web application servers such as ERP, etc.	We understand that for ERP integration, OPTCL will share formats in which we will provide billing summary data in Excel/ CSV data for posting into ERP applicaiton. Kindly confirm	Provision for Integration with SLDC, OPTCL Web application servers such as ERP, etc. via API, CSV, EXCEL, TXT etc.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
67	Section IV: SoW: Point 17, page 94	The successful bidder would have to ensure the integration of existing communicable IEMs with the envisaged DC system to the extent possible which would be required till the time these existing IEMs are progressively replaced with the new ones under the Project. During implementation/transition phase, the successful bidder would have to also ensure that the new ones IEMs data is available in readable format from HES/AMR (under separate project) for integration with existing software.	<p>We understand that for Bidder only needs to integrate / fetch data from MDAS software which is to be implemented by third party. Direct downloading data from meter is not the scope of Bidder. However, the Bidder will develop software provisions for field officials/ OPTCL to upload meter data files which can be downloaded by SLDC team for further processing.</p> <p>Conversion of raw meter data (CDF files) into readable files is not in the scope of Bidder as these encrypted files can only be read by meter specific conversion software which is to be provided by meter vendor. In cases where AMR facility is not there, SLDC will use meter conversion software to convert raw meter data files into readable CSV/ Excel formats and upload the same in SAMAST software for energy accounting.</p> <p>Kindly confirm</p>	Conversion of raw meter data into readable files is not in the scope of Bidder as these encrypted files can only be read by meter specific conversion software which is to be provided by meter vendor. For meter data which is not covered under AMR facility, SLDC will use meter conversion software to convert raw meter data files into readable CSV/ EXCEL/ TEXT/ ASCII etc formats and upload the same in SAMAST software for energy accounting.
68	Section V- 3.1 III, page 156	Figure 4 Scheduling &Dispatch Module - Ancillary service schedule	We understand that the implementation of ERS and TRAS at state level are not part of current scope of work. Since the technical modalities and implementation procedure are not defined at state level/scope of work, we understand that these components will be considered under CR framework.	As per the Tender specification
69	Section V- 3.1 V, page 160	The entity wise drawl/injection schedule shall be fetched from the formats /platforms of all power exchanges for different type of market segments (DAM, GDAM, RTM etc.) both on day ahead and real time basis and subsequently it shall be able to get migrated to the drawl/injection schedules under respective discom with appropriate and distinct transaction specific identifiable tagging of the buyer/seller/type of OA.	OPTCL will arrange to provide all data / inputs in pertaining to the scope of work in desired format using Excel/ CSV/FTP or API and will ensure quality of data that is being provided to PwC. OPTCL will arrange administrative approval for accessing third party website for fetching data. PwC shall not be responsible for accuracy and reliability of the data.	The software should have basic quality checks for the data provided. SLDC will arrange administrative approval for accessing third party website for fetching data.
70	Section V- 1.3, page 106	The software will have authentication and authorization with a single sign-on	Kindly elaborate this requirement. We understand that the Active Directory implementation is not under scope for work	Active Directory with User Credentials and hierarchy is a part of the scope

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
71	Chapter-3: SAMAST Software stack: 3.2 Module-2 Meter / Master Data Management (MDM) Software, page 166	<p>xxi: Data migration from existing system: -</p> <p>The objective of this data migration strategy is to seamlessly transfer data from multiple sources, including legacy software systems, Excel spreadsheets files, and database, to state-of- the art new SAMAST applications.</p> <p>The supplier shall be responsible for successful migration of data from existing system to the new system during the contract period. The migration process will ensure the continuity and integrity of the data while leveraging the advanced features and functionalities of the new software. The process encompasses data extraction, transformation, and loading, adhering to stringent data quality and security standards throughout the migration process.</p>	<p>Kindly clarify on the sources of data to be migrated and the quality and volume of data to be migrated. Is there any external vendor / third party system involved? And also SLDC has to ensure API arrangement for such data transfer.</p> <p>Any kind of data collection, digitisation, compilation, cleaning and data entry is not considered in scope.</p>	All activities related to data migration is in the scope of the bidder. SLDC,OPTCL will facilitate the coordination among the parties. Otherwise tender specifications stands.
72	Clause No: 16, Section 7, Page: 204	The cyber security audit shall be conducted by certified empaneled CERT-IN third party auditor before go-live and once in each year during AMC period.	Please clarify whether the cyber security audit shall be conducted once or twice in each year during AMC period.	Cyber security audit to be conducted twice a year and the cost to be borne by the bidder.
73	Not Applicable	Cyber security	<p>We understand that Cyber Security advisory will not be under our scope. Please confirm</p> <p>We understand any change in BoQ (including hardware, software, network ,firewall, etc.) on account of cyber security guidelines shall be considered under CR</p>	Vendor should arrange the third party Cyber Security Audit during implementation period . Any change in BoQ for such compliance of cyber security guidelines shall be considered as variation of quantity.
74	Not Applicable		<p>Please confirm following items shall be provided by OPTCL:</p> <ol style="list-style-type: none"> <li>1. Email Gateway</li> <li>2. SMS Gateway</li> <li>3. SSL and Domain Name</li> <li>4. Payment Gateway</li> </ol> <p>Please add these components in the scope of OPTCL.</p>	To be provided by SLDC.
75	Clause 2.9 Table FIREWALL (UTM) Page 130 Sr.:6	Support VoIP protocols::::Full H.323v1-5, SIP, gatekeeper support,outbound bandwidth management, VoIP over WLAN deep inspection security, full interoperability with most VoIP gateway and communications devices	We request OPTCL to remove this specification from Firewall(UTM) specs	Standard specification has been provided. However, latest specification if available will be preferred
76	Clause 2.9 Table FIREWALL (UTM) Page 130 Sr.:13	DoS & DDoS prevention	We request OPTCL to remove this specification from Firewall(UTM) specs	Standard specification has been provided. However, latest specification if available will be preferred
77	Clause 2.9 Table FIREWALL (UTM) Page 130 Sr.:19	Wireless standards::::802.11 a/b/g/n, WPA2, WPA, TKIP, 802.1x, EAP- PEAP, EAP-TTLS	We request OPTCL to remove this specification from Firewall(UTM) specs	Standard specification has been provided. However, latest specification if available will be preferred
78	Clause 2.9 Table FIREWALL (UTM) Page 131 Sr.:2	Maximum connections::::3 Million	We request OPTCL to change the maximum connections layer 4 3 million or 200k Layer 7 max session	Standard specification has been provided. However, latest specification if available will be preferred



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
79	Clause 2.9 Table FIREWALL (UTM) Page 131 Sr.:3	New connections per Sec.:130K	We request OPTCL to change the New connections per Sec of 130k of Lay 4 or 37k with Layer 7 session per sec	Standard specification has been provided. However, latest specification if available will be preferred
80	Clause 2.9 Table FIREWALL (UTM) Page 131 Sr.:4	Minimum Firewall throughput:4 Gbps	We request OPTCL to change NGFW throughput 4 gbs or 2.8 Gbps measured with App-ID and logging enabled, utilizing 64 KB HTTP/appmix transactions.	Standard specification has been provided. However, latest specification if available will be preferred
81	Clause 2.9 Table FIREWALL (UTM) Page 131 Sr.:10	Interfaces:8-port 10/100/1000, 2-port 10 Gigabit SFP Ethernet (SFP+), USB, 1 console Interface	We request OPTCL to change the port interface 10/100/1000 (8), 1G SFP/RJ-45 Combo	Interfaces:8-port 10/100/1000, 2-port 10 Gigabit SFP / Ethernet (SFP+), USB, 1 console Interface
82	Clause Ch 2 b) Pg 108	The proposed system shall include redundant Application, Database, Web & Communication/API servers. They shall work on 100% load sharing basis. In case of failure of one server other should take over the load of it.	Please clarify: i) Application servers can be configured on HA @ Hypervisor level ii) If Database server be configured in Active/Active cluster or it can be onfigured on Oracle RAC	Redundant Servers are considered to be virtualised for Testing environment. Database Server will be in Active- Active mode
83	Clause Ch 2 c) Pg 108	Hardware configuration shall involve redundant server configuration at DC in two tier structure/level, where Main & Redundant Servers and other critical hardware shall be kept in two different locations and shall be configured in HA mode (Active – Active mode). At Tier 3 level, Disaster Recovery System shall provide the complete backup of the Application SW & Database to provide critical system recovery protection. Keeping in view of ensuring adequate protection of the backup data of main IT System at DC, DR System shall be hosted at different premises other than the DC System location. SAMAST Data Center (Main IT System at DC) & DR System are proposed to be connected for data communication through Fiber Optic communication medium	Please clarify: i) Is the expectation of DC servers should be in two different locations ii) What is the approx.. distance between DC & DR location	DC will function at the existing primary data centre of OPTCL, DR will function at Meramandali with OPGW connectivity at distance 130 km from Bhubaneswar.
84	Clause Ch 2 f) Pg 108	All the Equipment at Data Center shall be connected through 1G redundant LAN. Switches & Routers are to be provided for establishment of Local area network & wide area network connectivity & to secure the system traffic based on the predetermined rules & efficient network data traffic movement.	Please clarify: i) How many number of users would be accessing the APP/DB servers? ii) What are the existing Network switch models & does it have any free ports? iii) We propose 10 Gbps Network switches instead of 1G Network switches for better performance	i) This will be specified during SRS Preparation. ii)Existing network switches will not be used for this project. iii) 10 Gbps network switch is specified.
85	Clause Ch 2.3 d) Pg 114	Secured access to application servers and database servers to prevent unauthorized or unwanted access and protecting data through automated backup technology to restore in minimum downtime in case of any disaster.	Please clarify: i) Should we achieve the Secured access for applications using AD OR already the same features are available in Application software ii) Is AD deployed @ customer place, if Yes what is the Operating system version & is it Physical or Virtual	At present there is no AD in customer place. The secured access for applications and database to be achieved using AD. The AD structure will be provided by SLDC during SRS preparation stage.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
86	Clause Ch 2.3 f) Pg 114	The backup application to be provided should be capable of providing automated, scheduled backup of the Servers data (file system) and bare metal backup of Servers, suitable for recovery of entire Servers to its last good state during any failure with minimum downtime.	Please define RTO & RPO	RTO&RPO < 15 minutes for Database
87	Clause 2.5 Page 121	Minimum 10 TB usable capacity in RAID with Hot pluggable disks	Please clarify: i) On what RAID level 10 TB usable capacity is required	RAID 1 with 1 disk hotspare.
88	Clause 2.5 Page 122	Back Up and recovery Software/Agent	Please clarify: i) How much usable Front end storage capacity should be licensed for backup software	10 TB
89	Clause 2.6 Page 123	Minimum 15 TB usable capacity in RAID with Hot pluggable redundant SAS 10 K RPM disks, Solid State Array	Please clarify: i) What are the RAID levels required ii) What is Solid State Array iii) Do they need 15 TB usable on SAS/SSD drives iv) How many IOPS are required on storage	100% availability of the service should be maintained ideally RAID 10 is recommended. 15 TB usable on SAS with 10 K RPM
90	Clause 2.17 Page 141	The offered software must support advanced sharing of different media across the environment (disk and optical)	Please clarify: i) Are data backups required only for Harddisk storage ii) What is Optical media	i. Backup is required for all master and transactional data across the environment. ii. Optical media is a type of storage medium.
91	Clause 2.17 Page 141	The backup & archival software should be offered for following license capacity; - 10 TB application & database backup license	Please clarify: iii) To confirm the required Front end capacity iv) Can any other Backup vendor be considered OR to quote only for Commvault backup software	Any Backup vendor like COMMVAULT can be selected. It is not vendor specific
92	Clause 2.17 Page 141	The offered software must include following application and database backup without the need of temporary disk space for MS SQL, Oracle. , MySQL, PostgreSQL etc.	Please clarify: "temporary disk space"	Any Backup should not involve temporary disk space of Server HDD
93	Clause 2.9 Page 129	FIREWALL (UTM)	Please mention Gartner quadrant details	As per latest published Gartner Quadrant Report
94	Not applicable	General Queries	Please provide details on the following:  1.Site Readiness Certificate (Server, Network Rack space, UPS & Cooling) 2.Existing Network switches & Firewall models 3.Will the warranty for the entire infra will be with - 24x7 NBD/SBD support OR 4/6 Hours Machine critical 4.How many years warranty to be considered for the entire infrastructure 5.Processor model on Database servers is mentioned as "Intel Xeon Gold 5220 Processor – 18 Cores" -Are this specific to this processor/cores or can we suggest equivalent or latest 6.Details on Load Balancer requirement	1. All items not in the scope of bidder shall be provided by SLDC. 2. Shall be provided during Software Requirement Specification phase of project development. 3. As per the Tender Specification. 4. As per the Tender Specification. 5. Minimum required configuration is given in the Tender Specification. Bidder may provide higher version without any financial implication. 6. Details shall be provided during Software Requirement Specification phase of project development.

**NAME OF THE FIRM : RE CONNECT**

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
<b>COMMERCIAL</b>				
1	Section-II, Clause- 42.0,Table-7/58	(2) Team Lead - IT Infrastructure- B.E. /B. Tech 12 (Twelve) years of experience in IT / Power sector with minimum 8 (Eight) years of experience in Control Center/Data Center implementation.	Though the nature of the project and requirement since Software development has to be of a higher standard and the database or data storage has to be secure using best in class information security standards which requires limited and fully technical qualified employees in an organization, On account of the same we would like to request OPTCL to amend the existing clause as follows: "The bidder or the lead bidder (in case of consortium) should have minimum 10 Years regular professional employees in Project management , Team Lead Power sector experience IT Engineers on its payrolls as on 31st March 2023". And as well Request to "Eliminate" the clause of - Should have relevant experience in Project Management and System Integration in project of size at least 10Cr	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
2	Section-II, Clause41.1(ii) (b) /55	b. The Bidder (or any member in case of JV) will have completed minimum two (2) IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	We believe that the objective for the successful implementation of this project would be to increase participation from bidders who have actively worked on GIS integration for Electrical Property / Grid operation application also.In reference to the existing clause we would like to request OPTCL to amend the existing clause as follows:"The lead bidder must have implemented / ON GOING / completed at least two project consisting of activities IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
3	Section-II, Clause 41.3/57	(i) The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. <b>The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be INR 20.5 Crores out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover of lead bidder will be minimum INR 12 crores, the total of the average annual turnover of JV Member (other than Lead bidder) for the last three years (FY19- 20, FY 20-21, FY21-22) will be minimum INR 8.5 crores.</b>	We are a technology company and have a net worth as on March 21 <b>in excess of 25 Crore</b> and MAAT of about 20 Crore (last 5 years).We would request <b>OPTCL</b> to confirm that MAAT in software <b>development of Rs 20.5Cr is sufficient to participate as a sole bidder</b> . We have required financial strength (including liquidity), an extremely qualified technology team working on AI, Automation, Grid management and Power Markets along with a proven past experience in delivering grid automation technology at a very large scale which can deliver the required solution to <b>OPTCL</b> .	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24. Bidder should comply with given requirement as sole participant or collectively with JV as per the tender specification

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
4	Section-II, Clause 41.3/57	(ii)The Bidder will furnish scanned attested copies of the turnover along with audited profit and loss account and balance sheet for the last three financial years on a year wise basis. Financial statements audited by a practising Chartered Accountant will only be accepted. CA certificate stating the overall turnover details and turnover from IT/IT infrastructure projects for the last three years (FY19-20, FY 20-21, FY 21-22) with name, seal and registration number of CA. In addition to the financial statements, Turnover/Net worth Certificate duly certified by the practising Chartered Accountant to be furnished. Since Unique Documents Identification Number (UDIN) is mandatory for issuing certificates by practising Chartered Accountants, the UDIN will be clearly specified in the above certificate. An undertaking in the prescribed form will be submitted by the bidder. Stringent action including the black listing of the firm from participating tenders of OPTCL may be taken for furnishing forged documents.	We have required financial strength (including liquidity), an extremely qualified technology team working on AI, Automation, Grid management and Power Markets along with a proven past experience in delivering grid automation technology at a very large scale which can deliver the required solution to OPTCL.On account of the same we would like to request OPTCL to amend the existing clause as follows: <b>The OEMs of IT infrastructure manufactures shall produce the specific turn over from the IT/IT infrastructure turnover details .As a sole bidder we request to amend the clause to be non specific turnover requirement for infrastructure projects.</b> The Bidder will furnish scanned attested copies of the turnover along with audited profit and loss account and balance sheet for the last three financial years on a year wise basis. Financial statements audited by a practising Chartered Accountant will only be accepted. CA certificate stating the overall turnover details for the last three years (FY19-20, FY 20-21, FY 21-22) with name, seal and registration number of CA. In addition to the financial statements, Turnover/Net worth Certificate duly certified by the practising Chartered Accountant to be furnished. Since Unique Documents Identification Number (UDIN) is mandatory for issuing certificates by practising Chartered Accountants, the UDIN will be clearly specified in the above certificate. An undertaking in the prescribed form will be submitted by the bidder. Stringent action including the black listing of the firm from participating tenders of OPTCL may be taken for furnishing forged documents.	As per the Tender specification.
5	Section-II,Clause- 30.3,Table-5/43	2. e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves	Request to amend Reverse Auction and consider only the bidder based on L1 price after technical qualification evaluation or L1 and L2 to participate in reverse auction.	As per the Tender specification.
6	Section-II, Clause-32.0 /51	The maximum number of members allowed in a Consortium is (2 Two) including Lead member- Lead bidder must be Software Developer and other member must be for hardware components only.	Can a software developer /hardware JV partner participate in more than 1 bid. Provided they have more than 1 JV agreement per partner.	Refer Part-I, Section-II, Clause 33.0 of the tender specification.
7	Section-II, Clause-58.0, Table-8 /65	5.Go-Live- T0+ 12 months for the complete SAMAST module readiness with hardware & software.	We understand that the SAMAST framework on software and hardware shall be completed after 12 months and later AMI tender with Meter installation shall be released . Please confirm the readiness of smart meter installation at site and AMI tender with MDM readiness. The contractor should not be allowed for any LD clause for the delay of meter installation from OPTCL end.	The proposed solution should be able to access energy meter data from upcoming AMI solution/ interim AMI of existing meters/ readable meter data file provided by SLDC.
8	Section-II, Clause-41.1 /55	(v)Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	Please let us know when is "S" mark shall be provided. does this apply to only hardware or for both hardware and software components .When is this certificate to be produced? Request OPTCL to amend this clause and consider CMMI III Level certification for software developers.	"S"Mark is applicable for Hardware only, to be produced before delivery of Materials. Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
9	Section-II, Clause-21.0 Table-4 /38	3. Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR and approval of Engineer In charge. <b>70% payment shall be released to the contractor</b>	Request to amend the clause and release the payment upto 90% on the IT hardware and associated items and 10% on go live. As the bidder is bound to release the payments to OEMs within a period of 30 days after supply of components and FAT procedures.	As per the Tender specification.
10	General Comment	Blacklisting & Debarred	We would like to request OPTCL to include the following clause.The proprietor/partners/directors of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of Central Governments/Other PSUs/ GOVT of India/ State Govts/ Quasi Govt. organisations	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
11	General Comment	Make in India and Atma Nirbhar Bharat Initiatives	The project involves a significant number of software modules. Preference may be given to MSMEs and India based organisations who could be supplying such software and consultancies. All other PSE's are providing such opportunities to MSMEs and Start-ups like ours. We would be highly obliged if a similar priority is provided under this tender as well where MSMEs having a price/overall score difference of upto 15% may be given a preference over non-MSME firms. We would like to highlight the Government of India initiative for the "Make in India initiative and Atma Nirbhar Bharat Initiatives" as follows: The bidder has to be a 'Class-I local supplier' as defined under Government of India Public Procurement (Preference to Make in India)-2020 order no. 02/08/2020-4IB-II dated 18.11.2020 reading in conjunction with Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order), its revision dated 16.09.2020, 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. 'Class -I local supplier' means a supplier or service provider, whose goods , services or works offered for procurement, has Local Content equal to or more than 50%.	As per the Tender specification.
12	General Comments	Certifications and Standards	Considering the nature of the project and requirement since Software development has to be of a higher standard (Mobile Application or Web pages) and the database or data storage has to be secure using best in class information security standards. Keeping all these points additional certificate and markings may be considered. We urge to OPTCL to incorporate the following certifications as well for the shortlisting purpose 1.CMMi Level 3, 2. ISO 20000-1:2018, 3. ISO 14001:2015, 4. ISO 27001:2013, 5.ISO 9001, 6.OHSAS 45001	As per the Tender specification.
13	Section-II, Clause-59/65	59.0 WORK COMPLETION SCHEDULE: I. The Bidder shall include in his proposal of program for software developing, supplying and erecting the Materials/equipment covered under this Works in the form of Work Completion Schedule (Bar Chart / PERT) identifying key activities of total work, such as Software development, Supply of Materials/Equipment, erection, Installation, Testing & Commissioning of all works within the contract completion period. The work completion schedule shall be reckoned from the date of issue of Letter of Award.	Please let us know the detailed below activities would be a part of the pert chart. Design Engineering (Hardware & Software), Software Requirement Specification, Software Development, Software implementation, Manufacturing/Inspection of CDC Hardware, Implementation of CDC /DR, FAT of Hardware, SAT of Hardware, Training, System taking over/ Go Live	PERT Chart will include all the activities mentioned. There can be sub activity wise break up as per bidder's choice
14	Section-II, Clause no 59(iii) & (iv)/65	iii.The approved Work Completion Schedule submitted by the contractor shall form part of the contract agreement. iv.The work completion schedule shall be revised if the reason of delay in completion of works is not attributable to the Contractor.	After the approval of the pert chart, if certain line items are completed prior to the declared time schedule. Please let us know if the payment can be claimed for the completed work.	YES, if acceptable to SLDC as per tender clause. However the payment terms are linked with Go Live., Part completion of any major milestone having dependancies with other modules will not be considered.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
15	Section-III, Annexure-III /69	Annexure-III Schedule of Quantity & Delivery	Based on the tender document, we have observed that the Mandatory spares are not included in the Schedule of Quantity & Delivery. Please clarify if they would be added at a later stage of the tender.	Mandatory spares are not included
26	Section-II, Clause-56 /64	The final payment by SLDC, OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released. Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to SLDC, OPTCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value.	The BG shall be provided during the period of Go-Live and shall be valid till the warrantee and gurantee period of 5 years for hardware components and 1 year for software products. Request OPTCL to pay 100% of the contract value during the project Go live.	As per the Tender specification.
25	General	EMD Amount	Request to Exempt EMD amount for the MSME units having UDYOG AADHAR registration for the products for which registration is valid on producing valid documents in support of the claim.	As per the Tender specification.
27	General	QCA Regulations where released in 2021 and does not made mandatory . The software requiments does not provide any clarity on QCA regulation.	Request OPTCL to provide clarity on QCA regulation initially only. As when the during the detailed discussion on SRS there could be many changes.	(QCA) Qualified Coordinating Agency is the agency who has qualified for scheduling of distributed RE generation.
28	General	Quantities of firewall , server racks , anti virus ,Linux should increased as per the project requirement	Request OPTCL to provide the exact revised Quantity of the requirement as per the project size. Any incresase in the quantity after bidding shall be borne by OPTCL only.	Variation of quantity after award of contract shall be covered under quantity variation clause.

SL.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
29	Section-V, Clause-2.8-Table 26&27 /127&128	Hardware Architecture for Data Center & DR, L3 Switch & Router Router Specifications	We have evaluated the requested router specifications and found that only one particular vendor can meet the stringent specifications whose lead/ delivery timeline is more than 6-8 Months. Considering the entire project needs to be completed within 12 Months, we request you to relax the technical specifications of the router where 3-4 vendors of reputed make can be considered for the tender.	As per the Tender specification.
30	<b>Section-V, Clause-2.15-Table 34 /138</b>	2.15 5kVA Online UPS System/ 120 Minutes Back Up for DR SI No Output parameters:	Requesting amendment on THDv <8% for non Linear Load, The THDv specification defines the maximum allowable distortion in the output voltage waveform. In this case, THDv <5% indicates a more stringent requirement for cleaner and less distorted voltage output, while THDv <8% allows for a slightly higher level of distortion within the voltage waveform. Since the UPS comprises a mix of linear and non-linear loads, a UPS with moderate THDv can accommodate both load types adequately. While non-linear loads may introduce harmonic distortion, linear loads are generally less affected. The UPS with THDv <8% can balance the power supply needs of both load types. In certain situations, regulatory standards or guidelines may allow for THDv levels up to 8%. The product proposed falls within these allowances, using a UPS within this range can ensure compliance while still providing backup power functionality. If the primary concern is maintaining power availability during utility outages, rather than the precise quality of the power supply, a UPS with THDv <8% can still serve the purpose. It can provide reliable backup power to keep all the CDC equipment running until utility power is restored, safeguarding against downtime, data loss, or interruptions.	As per the Tender specification.
31	<b>Section-III, Annexure-III: Table No-9/69</b>	Annexure-III Schedule of Quantity & Delivery	After evaluating the Schedule of Quantity & Delivery, we have found that there is no provision for UPS for the main CDC. Please clarify if the UPS & ACDB for CDC falls under the scope of OPTCL. It is very essential that proper electrical work is carried out and the availability of UPS of Minimum 20KVA be included for the CDC on the schedule of quantity.	Main CDC already has adequate backup provision. All such provisions will be provided by SLDC, OPTCL
32	<b>Section-III, Annexure-III: Table No-9/69</b>	Annexure-III Schedule of Quantity & Delivery	<b>Workstation desk &amp; chair is not a part of the Schedule of Quantity &amp; Delivery.</b> Please let us know if the pricing has to be done along with the workstation or the CDC furniture falls in the scope of OPTCL.	Not required
33	Section-V, Clause-2.4.1, Table No-19/115	SI No 1: Servers: All Servers Make & Model should be of the same OEM & Same type. All Servers shall be of reputed Make like HP, Dell, Fujitsu, Lenovo, IBM or Equivalent.	We require the interpretation of the above clause as, all the servers will be of the same OEM also the server type would be rack mount or blade mount. However, the model of the servers cannot be same specially for the data base server in order to connect to the SAN storage and NAS devices. The specification mentioned in the tender requires a different model as compared to the specifications of the other servers and hence we request you to consider the same OEM for all servers which meets 100% compliance.	As per the Tender specification.
34	Section-I, Clause-4.0 & Section-V, Clause-7.0/ 30 & 201	Page 30.4.0 Inspection & Testing. Page 201, 7.0 Chapter 7: Planning and Procedure for Testing (FAT/SAT/STLC Software Testing Life Cycle)	There are two different chapters mentioned in the tender document. Inspection of Equipment & FAT of equipment. We would like to understand if inspection refers to the visual inspection against the technical specifications of the tender and FAT refers to the functional aspects of the equipment. During the inspection, the functionality of an individual component cannot be demonstrated. However the functionality of the entire system comprising of all the inspected equipment can be demonstrated during the FAT. We request OPTCL in providing clarity on Inspection & FAT.	As per the tender specification, however, for bought out items, FAT shall be carried out at bidder's premises before delivery to the purchaser. Refer: Page 201, 7.0 Chapter 7: Planning and Procedure for Testing (FAT/SAT/STLC Software Testing Life Cycle): Precedures for all tests as mentioned.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
35	Section-I, Clause -20/22	Expenses against FAT: Expenses of SLDC, OPTCL's representative for witnessing the inspection & testing of the offered Software module, Hardware equipment/ materials during inspection and testing at developer's/ manufacturer's work place.	After the clearance of the inspection of the CDC equipment, We request that the FAT be carried out at the OPTCL premises instead of the Contractor/ Manufactures premises. It is a humble request to consider the above mentioned request as it avoids packing and unpacking of the servers which has the possibility of damage during the transit.	As per the Tender specification.
36	Section-II, Clause -44/59	Page No 59, 44.0 Change Request and control procedure (After Go-Live)	We request OPTCL to consider any modifications to hardware & software as a new work and consider it as a change request irrespective of major modification or minor modification As any change in hardware and software will have a financial implication on the bidder.	As per the Tender specification.
37	Section-II, Clause -44/60	Page No 59, 44.0 Change Request and control procedure (After Go-Live) (c) Major modification: Any new module/work area development and all other modification requirements arising due to change in operational practice, business logic and regulation, laws, new regulations, procedures etc. which cannot be accommodated within the scope of minor modification (effort exceeding 10 man-days) shall be treated as major modification/ change requirement. (d)Modifications during the warranty & Maintenance period	We would request OPTCL, to provide the Man day rate for the change request during the AMC period. We also request that the manday rate be considered the same for major modification & minor modification.	Change request is a part of warranty and AMC after go-live. The quantification of change request can not be stipulated at this stage. The bidder has to estimate the man-day rate in line with Govt of India approved rate prevailing at that time.



**NAME OF THE FIRM : KALKITECH**

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
1	Table no:16 /105	Linux OS for application/web/Data base serverss	Is it mandatory to use Linux only as the operating system? Is MS Windows acceptable?	As per the Tender specification
2	Section-V, Clause- 3.2 (XX)/165	XX. The proposed software is required to be integrated with existing meters (ABT/Non ABT) data and with the data acquisition software to be installed at SLDC for ABT meter data acquisition (AMI). The file generated through the data acquisition software is to be uploaded in the database. Presently AMI facility is not provided at all the interface point, therefore software will also have the provision for automatic downloading of load survey data from email/ portal and converting into readable format XML / NPC/CSV/ascii etc. and uploading the same into database, in addition to updating meter data from the system.	Cannot be automatic.Provision for the field personnel to upload.mrd file to envisaged SAMAST portal can be made. But converting the .mrd file to MIOS XML files shall be manual (by SLDC personnel) since the base computer software of meter vendor needs to be used for the conversion.	Conversion of raw meter data into readable files is not in the scope of Bidder as these encrypted files can only be read by meter specific conversion software which is to be provided by meter vendor. For meter data which is not covered under AMI facility, SLDC will use meter conversion software to convert raw meter data files into readable CSV/ EXCEL/ TEXT/ ASCII etc formats and upload the same in SAMAST software for energy accounting.
3	Section-V, Clause- 3.3 (s)/168	s). <b>Net energy bill statement:</b> A consolidated report should be generated after Final DISCOM billing for BST bill purpose, mentioning the Net DISCOM energy consumption (Excluding Station consumption), SOLAR import, Net Open Access energy (Min. Of Actual Vs schedule), and also have the provisions to accommodate revisions.	In line 2 above,what is BST? Is it GST Bill ? If it is GST billing whether integration with API of OPTCL corporatate GST billing service provider is needed? Or will it be needed to integrate with API of ERP for the billing?	s). Net energy bill statement: A consolidated report should be generated after Final DISCOM billing for Bulk Supply Tariff (BST) bill purpose, mentioning the Net DISCOM energy consumption (Excluding Station consumption), SOLAR import, Net Open Access energy (Min. Of Actual Vs schedule), and also have the provisions to accommodate revisions.
4	Section-II, Clause35.0/53	35.0 Cyber security(VAPT): test The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted once in every year by audit agency to ensure its stability and reliability till end of AMC period. The required cost will be borne by SLDC, OPTCL. Bidder will include the cost of such tests in their offer.	Lat two lines are contradicting. Please clarify.	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
5	Section-V, Clause-8.0 (b) /208	V.All expenditure incurred for conducting the above training program shall be borne by the supplier.	Where will be the venue? Will the venue be in SLDC and rentals of venue at SLDC will be zero? If the venue is outside, What kind of venue is envisaged?	SLDC/OPTCL will provide venue for training
6	Section-V-Figure 4 /156	Scheduling &Dispatch Module	(a) Is Load forecast module in scope of this project? (b) If yes, please provide detailed requirement of this module? (c) We understand that day ahead load forecast is given as input to the day ahead scheduling algorithm. So, is only day ahead load forecasting in scope? (d) Weather data of the load centres is one of the input to load forecasting.i. Will SLDC arrange API for fetching weather data from weather data service provider? ii. How many API / weather service providers are envisaged? iii. The yearly subscription money to the service providers is dependent on how many locations. So, the number of locations / load centres need to be kept ready. Is it available? iv. Will SLDC bear the yearly subscription costs (based on number of locations)? v. If vendor need to bear the yearly subscription costs, we can do the costing for the bid based on this only. To arrive at the cost, please provide the number of load centres for which weather data is needed.	Load Forecast module is not in the Scope of the Tender
7	Section-I,Clause-7.0 (ii) and (vi) / 31&32	(ii) The supplier/ bidder will procure the hardware from the OEM of reputed firms with availability of service Centre in India. (vi)Testing facilities at Developers/manufacturer's Premises/works.	(ii) The IT Hardware OEM will usually route the HW through approved partners.Trust the same is acceptable. (vi)The Inspection/FAT can be carried out at one location of the all the HW in scope at the Bidder/ OEM Partners Premises. Please confirm.	As per the tender specification, however, for bought out items, FAT shall be carried out at bidder's premises before delivery to the purchaser.
8	Annexure-III Table no -9 (1.16) /70	1.16 RDBMS Software (robust RDBMS with configuration and development cost), Enterprise edition.	Can a Standard edition be supplied as it would suffice the requirement.	As per the tender specification.
9	Annexure-III Table no -9 (1.19) /70	Virtualization software platform with high availability and resilience for 8 nodes.	Please clarify the need for 8 Nodes. Where will the 8 nodes be connected?	The specification is for maximum capacity of virtualisation of 8 nodes. The software should have the capability for the same in DC
10	Annexure-III Table no -9 (2.01) /70	DR Server	Please clarify which is the DR server? Does it include? Application Server, Webserver, Data base Server.Is there a Virtualisation in DR Site	DR Server is Disaster Recovery Server ( two back up server with virtualisation) are included
11	Section-V, Table-20/117	Processor : 64 Bit, Latest Generation, 1 x Intel Xeon, gold 5220 processor, 3 GHz or better, Min. 8 Cores Number of Processor/Core: 2* 8 Core/16T CPU/Clock Speed: Minimum 3 GHz or above	Processor : Intel 5220 is obsolete and 18 core Number of Processor/Core: Its 1x18 core CPU/Clock Speed: Intel 5220, 2.2G.Hz	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.

NAME OF THE FIRM : ACCENTURE				
Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
<b>COMMERCIAL</b>				
1	Section-I, Clause-21/24	21.EVENTS OF DEFAULT Contractor fails or refuses to deliver materials/equipment or to execute work conforming to the technical specifications or otherwise or fails to execute the works assigned to them within the period specified in LOA or any extension thereof.	We assume that this event also will have a cure period for Bidder to remedy the default, kindly confirm our understanding. Considering that Purchaser also has obligations similar to those stated in subclauses (b) and (c), we request to make them mutual and applicable as events of default by Purchaser.	As per the Tender specification.
2	Section-I, Clause22/24	22.TERMINATION OF CONTRACT ON SLDC, OPTCL'S INITIATIVE:a) The SLDC, OPTCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The SLDC, OPTCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so. b The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to SLDC,OPTCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist SLDC,OPTCL in maintenance, protection, and disposition of the works acquired under the Contract by SLDC,OPTCL. c In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.	Bidder is of the opinion that 15 days is a very short time and therefore requests 90 days' notice period. Any such termination will only be in full and not in part. Further, Purchaser shall pay any early termination charges that are mutually agreed by the parties.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
3	Section-I, Clause-23/24	<p>23. CONTRACTOR'S DEFAULT, If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer-In-Charge in connection with the works or shall contravene the provisions of the Contract, SLDC, OPTCL may give notice in writing to the Contractor to make good the failure, negligence or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case SLDC ,OPTCL shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if SLDC, OPTCL shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-Contract with any other person or persons to complete the works or any part thereof and in that event SLDC ,OPTCL shall have free use of</p> <p>SAT of Hardware, Training, System taking over/ Go Live events if any. 'Class -I local supplier' means a supplier or service provider, whose goods , services or works offered for procurement, has Local Content equal to or more than 50%. or during maintenance, liability and criminal proceedings can be initiated against the Supplier as per guidelines of DoT and any other Government department.</p>	<p>Bidder is agreeable for Purchaser to terminate in full as per this clause 23 but Bidder is not agreeable to bear the replacement costs mentioned herein. However, Purchaser shall have the right to approach courts to claim damages. Bidder requests to make this clause mutual.</p>	As per the Tender specification.
4	Section-I, Clause-25/26&87	<p>25. Litigation/Arbitration A Bidder has to furnish detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.&amp;ANNEXURE-XIII: LITIGATION</p>	<p>Due to confidentiality obligations in place with our client, we would be restricted from sharing information regarding any pending litigations. However, the Bidder confirms that there are no pending litigations that would preclude Accenture from providing services contemplated under this RFP. As such, the Bidder shall not be required to provide any details of pending litigations.</p>	As per the Tender specification.
5	Section-I, Clause-25/26	<p>b) The bidder should not have any pending litigation or arbitration with SLDC, OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate or notary. Bid furnished by the bidder will not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI will be liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.</p>	<p>To the best knowledge of Bidder, Bidder is not aware of any pending litigation or arbitration with SLDC/ OPTCL with regard to any project or related activity that would preclude Bidder from providing services under this RFP.</p>	As per the Tender specification.
6	Section-II, Clause-3/ 30	<p>3.0 Manner of execution: All software modules and hardware equipment's supplied under the contract will be Designed, developed /manufactured/procured in the manner, set out in the specification, or where not set out, to the reasonable satisfaction of the Purchaser / Purchaser's representative.</p>	<p>Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.</p>	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
7	Section-II, Clause-4/ 30	4.0 Inspection and Testing	Bidder assumes that Purchaser will comply with the confidentiality and security guidelines of Bidder/OEM in conduct of such inspection and testing, kindly confirm.	As per the Tender specification. However, confidentiality and security guidelines of the OEM, if mandatory, will be followed.
8	Section-II, Clause-6/31	6.0 Rejection of Software module/ hardware Materials	With regard to the Services, the warranty shall be 30 days. To the extent Purchaser notifies Bidder of any non-conformity with the Services within 30 days of acceptance, Bidder agrees to rectify such non-conformity. Bidder requests increasing the cure period to 30 days. With regard to Software and Hardware, Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
9	Section-II, Clause-10/32	10.0 Right to reject/accept any tender: The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. The purchaser has exclusive right to alter the quantities of Software/ hardware materials/ equipment / services / AMC at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the Software development/ materials. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].	Bidder requests the right to vary the terms and pricing in its proposal if the Purchaser decides to vary the quantities to be purchased. Further, Bidder shall have the right to levy charges for any decision by Purchaser to defer delivery.	As per the Tender specification.
10	Section-II, Clause-12.0/33	12.0 Patent rights Etc. The supplier will indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity will also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.	Bidder request deletion of this clause as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
11	Section-II, Clause-12.0(ii)/33	12.0(ii) Patent rights Etc.(ii)The Supplier will, subject to the Purchaser's compliance with (iii) indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : a. The installation of the Works by the Supplier or the use of the Works in the country where the Site is located; and	Bidder requests the below modifications:"The Supplier will, subject to the Purchaser's compliance with (iii) indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all <u>third party</u> suits, actions or administrative proceedings, claims, demands, losses, <u>direct</u> damages, <u>reasonable</u> costs, and expenses of whatsoever nature, including <u>reasonable</u> attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any <del>patent, utility model, registered design, trademark, or</del> Bidder requests the below modifications:"The Supplier will, subject to the Purchaser's compliance with (iii) indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all third party suits, actions or administrative proceedings, claims, demands, losses, direct damages, reasonable costs, and expenses of whatsoever nature, including reasonable attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, or copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : a. The installation of the Works by the Supplier or the use of the Works in the country where the Site is located; and"Bidder requests the inclusion of the below exceptions to the above indemnity obligation:"The Bidder will have no liability, however, to Purchaser to the extent the alleged infringement or misappropriation was caused by: (I)	As per the Tender specification.
12	Section-II, Clause-12.0(ii)/33	12.0(ii)(b) The sale of the products produced by the Works in any country. Such indemnity will not cover any use of the Works or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other Equipment/ Materials not supplied by the Supplier, pursuant to the Contract Agreement.	Since Bidder has no control over the products to be produced, Bidder is unable to agree to this subclause (b) and requests deletion of the same.	As per the Tender specification.
13	Section-II, Clause-12.0/33	12.0 Patent rights Etc.	<del>In order to recognize each Party's ownership to its pre-existing IP, Bidder requests Purchaser to include the below clauses to the existing clause: "1. The Parties agree that neither of them shall gain by virtue of the Agreement, any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other Party.2. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with the Intellectual Property of the Supplier."</del>	As per the Tender specification.
14	Section-II, Clause-13.0/34	13.0 Delivery: (i) Time being the essence of the contract; the software/ equipment will be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period will be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.	Bidder requests deletion of the following words as this clause is not applicable to the type of services provided by the Bidder – "Time being the essence of the contract;"	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
15	Section-II, Clause-14/34	14.0 Dispatch instructions.	Bidder request deletion of this clause as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
16	Section-II, Clause-15(i)(a)/35	15.0 Supplier's Default Liability (i) The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder. (i)(a) If in the judgment of the Purchaser, the supplier fails to make delivery of Software/hardware equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier. (ii) In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 (i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the software/equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar Software/ equipment/ material and/or for penalty for delay as defined in Clause22 of this section until such reasonable time as may be required for the final supply of equipment.	Bidder request deletion of this clause as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
17	Section-II, Clause-15(i)(b)/35	15.0 Supplier's Default Liability (i) The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder. (b) If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.	Bidder assumes that it will be provided with a 30 days' cure period to cure any default related to the services rendered by Bidder and it is only upon Bidder's failure to rectify, the Purchaser will initiate remedies stated in this clause 15, kindly confirm our understanding.	As per the Tender specification.
18	Section-II, Clause-18/36	18.0 Guarantee period: - (As per Section VI of Part I). The tendered hardware items shall be in warranty for 5 (five) years. The tendered software modules shall be in warranty for 1 (one) year after Go-live. The supplies covered by this specification should be guaranteed for satisfactory operation and against defects in software development, design, IT hardware materials and workmanship during above period from the date of commissioning for hardware and go-lives for software modules of the scope covered under this contract. The above guarantee certificate will be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty software development /design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of Clause 22 (ii) of this section will apply.	Bidder request deletion of this clause as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
19	Section-II, Clause-21/38	21.0 Payment terms and conditions	Accenture would like to clarify that it expects payments within 30 days from the date of receipt of invoice by Purchaser. Further, if there is any delay in payment by Purchaser within the payment period, it requests that it shall have the right impose a delay penalty of 15% per annum on the invoiced amount.	As per the Tender specification.
20	Section-II, Clause-22/39	22.0 Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract: i. If the Supplier fails to deliver the Software/ materials/equipment /complete Development/ installation & commissioning within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser will recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the un-delivered software/ equipment /materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan will be reckoned as the date of delivery. The total amount of Price Reduction Schedule will not exceed five per cent (5%) of the Taxable Value of the un-delivered software equipment/materials/service. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories, and spares are not delivered in time, the equipment/materials will be considered	Bidder requests the scope of this clause be restricted to services rendered by Bidder as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM. The Bidder requests the below modifications: 1. The penalty proposed herein shall be Purchaser's sole and exclusive remedy for all delays and non-compliances mentioned herein. 2. Levy of LD or penalty shall be for delays or non-conformance that are solely attributable to the Bidder. 3. Any levy of LD for delay shall be for delay of 'final' milestone and not for any 'interim' milestones."	As per the Tender specification.
21	Section-II, Clause-23/40	23.0 Insurance	Bidder request deletion of this clause as Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
22	Section-II, Clause-24/40	24.0 Payment Due from the Supplier : All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with SLDC or OPTCL.	Bidder proposes the below modifications: "24.0 Payment Due from the Supplier All undisputed costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of thethis contract (s), executed with SLDC or OPTCL."	As per the Tender specification.
23	Section-II, Clause-27/41	27.0 Supplier's Responsibility. Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for Software Development, design, manufacture, materials used and satisfactory performance will rest with the Tenderers. The Supplier(s) will be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).	Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
24	Section-II, Clause-34/53	34.0 Third Party Audit (TPA)	While we agree in principle about the requirement of audit during term of contract, we request Purchaser to include the following modifications in the provision:“The physical copy of records pertaining and maintained by the Bidder relating to this Contract only shall be available to Purchaser for conducting audit during validity of this Contract. The frequency of such audit will be limited to once a year. Purchaser will provide fourteen (14) days’ prior written notice of its intention to conduct such an audit. Purchaser will conduct such audits in a manner that will result in minimal disruption to Bidder’s business operations and subject to confidential obligations agreed at that stage. Audits shall be conducted only during normal business hours and working days of Bidder and that too once annually. Audit shall be conducted by Purchaser employees only and such third parties, which are mutually agreed (except for Bidder’s competitors), subject to agreeing confidentiality provisions with us and will not involve intrusive testing of Bidder systems or IT environment.Purchaser will not be entitled to audit (i) data or information of other customers of Bidder; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Bidder quality assurance reviews and contract management reports; or (iv) any other Confidential Information of Bidder that is not directly relevant for the authorized purposes of the audit.”	Audit shall be conducted twice in a year at bidder's cost during AMC period
25	Section-II, Clause-35/53	35.0 Cyber Security (VAPT) Test: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted once in every year by audit agency to ensure its stability and reliability till end of AMC period. The required cost will be borne by SLDC, OPTCL. Bidder will include the cost of such tests in their offer.	Bidder requests Purchaser to provide the CEA guidelines as mentioned herein.As we are expected to conduct VAPT tests, we would like to disclaim our liability for any existing vulnerabilities in the Purchaser’s systems by including the below language:“Our assumptions is that except with respect to vulnerabilities caused by Accenture’s breach of its obligations under the Agreement, Purchaser is responsible to remediate any vulnerabilities in Purchaser Data or Purchaser systems at Purchaser’s cost. Purchaser may engage Accenture to perform such remediation on Purchaser’s behalf pursuant to Contract. For clarity, such remediation activities pursuant to a Contract are not considered as “Services”. In the event Purchaser fails to remediate a security vulnerability in Purchaser Data or Purchaser systems, Accenture will not be liable for the consequences resulting from such security vulnerability, including a data security breach, except to the extent such security vulnerability resulted from Accenture’s breach of its obligations under the Agreement.”	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.
26	Section-II, Clause-36 & 37/54	36.0 GO-LIVE Activities & 37.0 Go-Live Acceptance	In the event Purchaser fails to notify Bidder of its acceptance or non-acceptance of the deliverables within 7 days of delivery to Purchaser, either in the User Acceptance Testing or Go-Live Acceptance testing, the deliverables shall be deemed accepted.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
27	Section-II, Clause-38/54	38.0 Fall Back If the System or Subsystem fails to pass the SAT or Go-Live even after 3 unsuccessful attempts, then SLDC reserves the right to terminate the Contract and if the Contract is terminated, the Performance Security Deposit will be forfeited. The remaining work shall be carried out by SLDC through any other supplier at the risk and cost of the Bidder.	Bidder is not agreeable to bear the replacement costs as mentioned herein. Purchaser shall have the right to approach the courts of law for claiming damages. If any. As such, we propose the below modifications: "38.0 Fall Back If the System or Subsystem fails to pass the SAT or Go-Live even after 3 unsuccessful attempts, then SLDC reserves the right to terminate the Contract and if the Contract is terminated, the Performance Security Deposit will be forfeited. The remaining work shall be carried out by SLDC through any other supplier at the risk and cost of the Bidder."	As per the Tender specification.
28	Section-II, Clause-49/62	49.0 Documents to be treated as confidential.	Since Bidder will also be sharing confidential, we request to make this clause mutual. The exceptions shall include the following as well:"d. independently developed by Bidder" Lastly, while we agree for the confidentiality obligation to survive termination, we request restricting the survival for a period of 1 year. We further wish to clarify that any personal data shall be excluded from the ambit of the definition of Confidential Information. Request your confirmation on our understanding. Further Supplier will not need any personal data for this scope of work. If personal data is needed, parties will discuss the modalities separately.	As per the Tender specification.
29	Section-II, Clause-53/63	53.0 Co-operation Other Contractors & TPIA: The Contractor shall cooperate with OPTCL's other Contractors, PMC & Third Party Inspecting Agency (TPIA) and freely exchange with them such technical/commercial information as may be necessary for smooth execution of the project in an efficient and timely manner to avoid unnecessary duplication of efforts.	While Bidder agrees to this clause in-principle, it would like to amend the clause as below: "53.0 Co-operation Other Contractors & TPIA: The Contractor shall cooperate with OPTCL's other Contractors, PMC & Third Party Inspecting Agency (TPIA) and freely exchange with them such technical/commercial information as may be necessary for smooth execution of the project in an efficient and timely manner to avoid unnecessary duplication of efforts. Such cooperation shall not require Bidder to share any confidential information of Bidder with any third party."	As per the Tender specification.
30	Section-II, Clause-56/64	56.0 Limitation Of Liabilities: The final payment by SLDC, OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released. Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to SLDC, OPTCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value.	Bidder requests clarity on Latent Defect Warranty period as the same is not stated in the RFP. We request client to include the below clause on exclusion of liability by either party for indirect damages: "In no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost revenues, lost data or lost savings, loss of or corruption to data and/or to software, loss of revenues, loss of goodwill or reputation, loss of competitive advantage) even if it has been advised of their possible existence."	As per the Tender specification.
31	Section-II, Clause-57/64	57.0 Standards: The Software developed / Materials supplied and works executed under this Contract shall conform to the IEC/IS, and, when no applicable standard is available, to the authoritative standard appropriate to the software/materials/works and such standards shall be the latest issued by the concerned institution.	Bidder requests Purchaser to provide IEC/IS for Bidder to comply with the same.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
32	Section-IV Scope of work/91	Scope of Work: The major scope of the project is listed below, which is not exhaustive and covers only the major requirement. Any changes that may require on account of changes in the rules and regulations and any item not listed specifically herein but required for fulfilling the objectives will be deemed to be included in the scope.	Any items that are not specifically mentioned in the Scope of Work but are required which leads to an increase in cost or effort shall be mutually discussed and provided by Bidder as per the change control process.	As per the Tender specification.
33	Section-IV Scope of work (9)/93	9. Cyber security compliance for the entire system during the contract period. The application must conform to the Confidentiality-Integrity-Availability (CIA) triad norms.	Can you please clarify what is meant by the CIA triad norms?	The CIA triad is a common model that forms the basis for the development of secure systems.
34	Section-IV Scope of work (25)/95	25. The proposed solution must ensure adequate data security (starting from meters to DC), datastorage and system redundancy as per relevant standards.	Can you please clarify what is meant by the relevant standards that is referred to in here?	Mandatory and relevant standards to be followed.
35	Section-IV Scope of work (24, 29, 30, 31&32)/95&96	24. The Maintenance of the system supplied & installed by the bidder will be comprehensive and all the spares required during maintenance period will be provided by the Supplier at no additional cost to the Purchaser. At the end of the Comprehensive AMC, all the faulty equipment will be rectified by the bidder before handing over the same to Purchaser. Further, the hardware/software support for entire warranty and AMC period must be provided by the bidder and its corresponding back-end arrangements with OEM must be declared in the contract. AMC period may also be extended on mutually agreed terms if required at later stage. 29. The supplier will ensure that the supplied equipment have been got tested as per relevant contemporary Indian or International Security Standards e.g. IT and IT related elements against ISO/IEC 15408 standards, for Information Security Management System against ISO 27000 series Standards, 30. The supplier will allow the Purchaser and/or its designated agencies to inspect the hardware, software, design, development, manufacturing, facility and supply chain and subject all software to a security /threat check any time during the supplies of equipment. A record of all supply chains of the products (hardware/software) will be given to the Purchaser. In case of any deliberate attempt for a security breach at the time of procurement or at a later stage after deployment/installation of the equipment or during maintenance, liability and criminal proceedings can be initiated against the Supplier as per	Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM. Further, Bidder requests that any audit be subject to the audit limitations as suggested above.	As per the Tender specification.
36	Section-5 Clause 1.3 (vii)/106	vii. Upgrading the modules as per extant and amended regulations of CERC/OERC.	Bidder assumes that Purchaser will notify Bidder of the amended regulations and Bidder will upgrade the modules. Kindly confirm our understanding.	Yes
37	Section 5, Clause-3.8(XIV)/191	XIV Supplier will follow the Government of India guidelines to ensure proper standardization of all content. Website will have clean and professional design.	Bidder requests Purchaser to clarify what is meant by Government of India guidelines and provide us with a copy of the same in order for Bidder to comply with the same.	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
38	Section VI/210	COMPREHENSIVE AMC SCHEDULE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF SAMAST SOFTWARE AND HARDWARE FOR STATE LOAD DESPATCH CENTER, OPTCL, ODISHA	Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
39	Section-VII, Clause 9.0/230	9.0 INSTALLATION OF CONTRACT: 9.1 We understand that in case of award, the contract to be entered into shall be treated as single contract. Supply portion of the contract consisting of development, Design, engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. from manufacturing works to project site including transit insurance as per Bidding documents. The Installation portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, development of software module, erection, Installation, testing, commissioning including all associated Mechanical, Electrical, and Construction of all associated Structural & architectural works etc. as specified in bidding documents. 9.2 We further agree that if the contract is awarded to us it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as a breach of the other contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.	While Bidder will enter into a contract with Purchaser for provision of services, Bidder would like to clarify that, Accenture will supply all third-party products /services through the resale model, and the resale of such products shall be governed under the terms and conditions of the Resale Agreement to be signed between the parties, separately to the services agreement. Our standard resale agreement template is attached at the end of this table below along with detailed rationale for your review and inputs. Further, the Purchaser shall sign the EULA directly with the OEM.	As per the Tender specification.
40	Section-VII, Clause 15.1/232	15.1 We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.	We wish to clarify that our bid will be basis the information provided in the RFP, and if at a later stage, it is found that the information was not correct and the same impacts the commercials, then the Bidder should have the right to make the necessary changes and submit the revised price. It is further clarified that the Bidder has relied on the information shared under the RFP and data shared by the Purchaser thereafter for providing deliverables or performing of services by Bidder. Bidder shall not independently validate any information provided to it by Purchaser, its agents or third parties and shall be entitled to rely upon such information.	As per the Tender specification.
41	Section-VII, Schedule II/235	1. Whether the bidder agrees to all the Terms & Conditions of the contract for this tender?	Subject to the deviations provided in our proposal, we agree.	As per the Tender specification.
42	Section-II, Clause 41.2 Technical/56	The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for <b>any one</b> of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC. 1. Open Access 2. Outage Management	Request you to add Meter Data Management also as third option since Meter data Management is also an integral part in SAMAST implementation and it's not included in any of the qualification requirement.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
43	Section-II,Clause 19.0,(i),(ii) ,(iii) and section VI, Clause-20/36,37&222	PBG for a) B.G for Development and Installation of Software, b) B.G for Development and Installation of Hardware. c)B.G for AMC	Validity of the PBG is not clear. Please elaborate. Do we need to issue separate PBG for a) software, b) hardware components in separate PBG's. And c) Separate PBG for AMC phase?	As per Tender Specification.
44	Section-II,Clause-42.1 (a)/59	(a)During the Pre-commissioning phase/SAT phase/AMC Phase, in addition to the offsite support, one Software Developer would need to be deployed on full-time basis onsite.	Onsite Presence is required only in the Office Hours or 24X7. In case of 24X7 the resources need to be in Shift. That clarity is missing in the Bid Document	SLDC operates 24x7. However on site presence will be for the normal office hours. Emergency support system to be available from remote for 24x7.
45	Section-II,Clause-42.1 (a)/59	(a)During the Pre-commissioning phase/SAT phase/AMC Phase, in addition to the offsite support, one Software Developer would need to be deployed on full-time basis onsite.	As per the requirement the Resource needs to take care of Hardware & Software issues and also do the development as well. Requesting to clarify the same if the same thing is expected?	The clause is self explanatory.
46	Section-II,Clause-34.0/53	Third Party Audit (TPA) : a.If OPTCL desires, the project including all software modules and hardware's shall be validated and certified with respect to tender specification and SLDC requirement, by Third Party Agency engaged by SLDC of its own cost. b.The Third-Party agency shall conduct yearly audit of the SAMAST Project during AMC period. c.The supplier shall comply the observations (if any) of the TPA during AMC period based on which AMC charges shall be released.	So, is that means payment will be released by third party of conflicting interest?	As per the Tender specification.
47	Section-II,Clause-7.0/31	Experience of Bidders:The bidders should furnish information regarding experience particularly on the following points: (i) Name of the software Developer/Equipment manufacturer: (ii) The supplier/ bidder will procure the hardware from the OEM of reputed firms with availability of service Centre in India.	OEM doesn't sell hardware directly. Please clarify.	IT hardware may be procured from authorized and active/ live channel partner of OEM
48	Section-II,Clause-7.0/32	(vi) Testing facilities at Developers/manufacturer's Premises/works	There can be more than 10 OEM's.Are you going to Developers/manufacturer's Premises/works or it will be done at bidders' facility for inspection?	As per the tender specification, however, for bought out items, FAT shall be carried out at bidder's premises before delivery to the purchaser.
49	Section-II,Clause-31.1/47	<b>Note:</b> (2) In case of Joint Venture/Consortium above (Fin-1) of the Bidder(s) shall be furnished independently by each partner duly certified by Chartered Accountant (CA). However, IT Hardware Infrastructure /Software development projects (excluding Associate Companies) on Standalone Basis for other partner of the Joint Venture/ Consortium not necessarily required.	If the primary bidder covers the turnover requirement, why do you need consortium partners turnover? Request you to kindly include the MAAT without any segregation with IT Hardware Infrastructure /Software development projects. Any organization provide overall MAAT. As per clause Page 52 (Status of Joint Venture/Consortium Partners): Both the partners of the Joint Venture/Consortium together will meet the Technical Qualification & financial qualification criteria: What financial details to be furnished Status of Joint Venture/Consortium Partners individually by Joint venture/consortium member and lead bidder.	As per the Tender specification.
50	Section-ii,clause-40.0/54	Sub-Contracting : Sub-Contracting both software development and hardware supply is not allowed under this contract.	Sub-contracting for Hardware suppliers are required. Please allow sub-contracting	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
51	Section-II, Clause – 18.0 /36	The tendered hardware items shall be in warranty for 5 (five) years. The tendered software modules shall be in warranty for 1 (one) year after Go-live. The supplies covered by this specification should be guaranteed for satisfactory operation and against defects in software development, design, IT hardware materials and workmanship during above period from the date of commissioning for hardware and go-lives for software modules of the scope covered under this contract. The above guarantee certificate will be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty software development /design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of Clause 22 (ii) of this section will apply.(i) The terms and conditions for services during warranty / AMC period is detailed in Section VI of Part I	Here, in this section Warranty is being provided for both hardware and software items. Moreover, Guarantee certificate is asked for. Kindly check into this.	As per the Tender specification.
52	Section-II, Clause – 29.0 /41	(i) Evaluation of price bids will be on the basis of the TOTAL FOR DESTINATION PRICE including Goods and Services Tax & other levies as may be applicable. The <b>FORD PRICE</b> will consist of the following components:	This section will be “FIRM” Price not “FORD” price as there is no relevance of it.	As per the Tender specification.
53	Section-II, Clause – 32.0 /51	The maximum number of members allowed in a Consortium is (2 Two) including Lead member. The parties will have a valid agreement among them. The agreement will clearly specify the following. •Lead bidder must be Software Developer and other member must be for hardware components only. ••Details of Lead Member and other JV/ consortium members	JV / Consortium should not be confined to Hardware components only since JV might needs to be done for Regulation / Software Components as well. Rest all respective clauses for these sections are fine for us. Generally, these specific criteria are not present in Govt. Tenders which intends to all wide participation. Hoping OPTCL will make a consideration on it.	As per the Tender specification.
54	Section-II, Clause – 52.0 /58	Table 7 Manpower Deployment	For wider participation:1. In Minimum Qualification Section – B.E. / B.Tech / M.Tech / MCA / MSc IT / BSc IT needed to be considered.2. Minimum work Experience Section we need to specify some compulsory experiences such as Energy Scheduling, Accounting & Deviation, Open Access, Power market, Outage and Meter Data Management.3. 8 no of IT Engineer for networking is too much for Hardware perspective Also, MQ like B.E. / B.Tech engineers for this category may be relaxed. 4. for DBA – we may include Certification of Database Administrator Certificate from the OEM / OEM Approved Provider for the provided database.5. No Quality Assurance Expert with Power Sector is provided with MQ of Certified Quality Assurance (QA) from Reputed Institute / Organization. Kindly check on these points.	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
55	Section-V,Clause-1.1 Table-16/105	Platform /Environment for Development of Solution	Here its mentioned as Dot Net MVC allowed as a platform and also Web Server is mentioned as IIS. Database is mentioned as MS Server (We assume OPTCL means MS SQL Server) However, Operating System is mentioned as Linux.We would like to mentioned that - 1. Linux Operating System cannot host traditional Dot Net MVC Application 2. Linux Operating System has plenty of limitations for hosting Microsoft SQL Server 3. Linux Operating System cannot have an IIS Server We would like to have the clarity on this and allow Windows as the Operating System as well.	As per the tender specification.
56	Section-V,Clause-1.3(xiv)/106	(xiv) The software shall have compatibility with PC and Mobile based internet browsers such as Microsoft Internet Explorer, Mozilla Firefox, Google Chrome and Safari etc.	Microsoft Internet Explorer has reached its end of life and decommissioned by Windows long back. Its no longer a standard supported browser.We request OPTCL to clarify the same	As per the tender specification
57	Section-V,Clause-1.3(xx)/106	(xx)The software shall have provision for sending auto-generated e-mails/SMS, as identified by the system administrator	Who will provide the Email & SMS Gateway?	SLDC will provide Email & SMS Gateway
58	Section-V, Table 17: Configuration of the required Servers/110&111	Type of configuration	How will the redundancy work in active passive system for Application servers?	Redundancy work will be Active Active system
59	Section-V clause-3.5 /178	Functionalities: The software module is to create a Portal/Registry for SLDC for processing of Intra-state Open Access approval and to issue NOC for Inter-state Open Access transactions with a single payment Gateway for payment of all charges related to Open Access Transactions.	Scope of Payment Gateway to be elaborated further	As per the Tender specification.
60	Section-V clause-3.5 /181	6.Platform Integration b.Provision shall me made to follow a standard practice for seamless integration with the various platforms/Reports of NOAR, GOAR, RLDC, Power Exchange platforms for better data retrieval and unique identification of entities.	Platform dependencies may impact project timelines. Need to consider third party team's availability for making required changes.	As per the Tender specification.
61	Table 21 Application Servers/Communication Server/118	B. Number of Processor/Core - 2* 8 Core/16T	Considering all SAMAST applications and 6 years of timeline, we recommend at least 4*12 Core/48T	As per the Tender specification.
62	Table 21 Application Servers/Communication Server/118	3. RAM - Installed RAM: Min. 128 GB DDR4, 2666Mhz or bett	It's not clear whether RAM is per physical core or total	Total
63	Table 20 Database Servers/117	B. Number of Processor/Core - 2* 8 Core/16T	Oracle RDBMS in generally require at least 32 Cores in total. For handling SAMAST applications data load, we recommend at least 32 Cores.Design is not correct. Please check and rectify.	Minimum required configuration is given in the Tender Specification. Bidder may provide extra number Cores without any financial implication.
64	Table 20 Database Servers/117	A. Processor: 64 Bit, Latest Generation, 1 x Intel Xeon, gold 5220 processor, 3 GHz or better, Min. 8 Cores	Intel 5220 is obsolete and minimum 18 core is required. Intel 5220 is 2.2 GHz but there is mention of 3 GHz, which is not feasible. Design is not correct. Please check and rectify	64 Bit, Latest generation Intel Xeon gold with min 8 core
65	Section-V,Clause-2.3( b)/119	b. Database Servers will connect to SAN storage through redundant SAN Switch over fiber channel to achieve high availability. There must be multiple path connectivity onto the storage to eliminate single point of failure from storage to hosts.	How will you achieve high availability just connecting two servers and if the database gets corrupt in the SAN. what will happens?	As per the tender specification

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
66	Section-ii,clause-35.0/53	Cyber Security (VAPT) Test:The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted once in every year by audit agency to ensure its stability and reliability till end of AMC period. The required cost will be borne by SLDC, OPTCL. Bidder will include the cost of such tests in their offer.	Bidder will include the cost of such tests in their offer?Also, there is a guideline from CEA for conducting VAPT test twice in a year. Kindly check on this.	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.
67	Section-V, Clause-3.9/194	Module -9 Mobile Application :Software will integrate the Modules with the existing web site of SLDC and will develop android base mobile app for SLDC. The mobile app should have following features.	1.Who will be provisioning for the space & the license for the android app in Google Play Store 2. Which technology will be used to develop the Android app?	1. The provisioning for the space and license for the app is in the scope of supplier. 2. It shall be decided during the finalization of functional design.
68	Section-V, Clause-3.9/194	b. Information on power maps, generator details and important transmission system elements	Scope of power maps to be elaborated further	Power Map will be provided by SLDC.
69	Section-V clause-7.0 (i) /201	c. State level Energy Accounting (All reports) should be completed within 1day.	What will be the time limit for each action, please specify the time	All the actions related to State level Energy Accounting should be completed within 1day.
70	Section-V, Clause-7.0 (i) /201	d. All other modules including scheduling (all generator scheduling, drawl schedule of Discom, open access schedule etc.) should generate the report on mouse click.	What will be the time limit for each action, please specify the time.	One mouse click is mentioned
71	Section-v clause-7.0 /202	ix. Performance Testing	Which tool will be used for the performance Testing?	Standard tools will be used for performance testing
72	Section-v clause-3.2 /163	iii. The Software should be able to fetch the Meter data from AMI server automatically and will validate in the MDAS for further processing in MDM The software will have following features tailor-made to serve the various requirements of SLDC.	Is this a comprehensive list of the required tailor-made features?	As per the tender specification
73	Section-v clause-3.2 /164	vii. System should be capable to read data of all kinds of meters automatically. Further SLDC may provide the meter manufacturer software if necessary.	What may be the expected use of the meter manufacturer software?	Conversion of raw meter data into readable files is not in the scope of Bidder as these encrypted files can only be read by meter specific converison software which is to be provided by meter vendor. For meter data which is not covered under AMI facility, SLDC will use meter conversion software to convert raw meter data files into readable CSV/ EXCEL/ TEXT/ ASCII etc formats and upload the same in SAMAST software for energy accounting.
74	Section-v clause-3.2 /165	xx. The proposed software is required to be integrated with existing meters (ABT/Non ABT) data and with the data acquisition software to be installed at SLDC for ABT meter data acquisition (AMI). The file generated through the data acquisition software is to be uploaded in the database.	What is the purpose of the data acquisition software? Need to know its details.	The data output of AMI system shall be the input to the MDM module of SAMAST.



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
75	Section-v clause-3.2 /165	Presently AMI facility is not provided at all the interface point, therefore software will also have the provision for automatic downloading of load survey data from email/ portal and converting into readable format XML / NPC/CSV/ascii etc. and uploading the same into database, in addition to updating meter data from the system.	Need an alternative to reading data from email.	Refer Sl No.73 above
76	Section-v clause-3.2 /165	xxi. Data migration from existing system: -The objective of this data migration strategy is to seamlessly transfer data from multiple sources, including legacy software systems, Excel spreadsheets files, and database to state-of- the art new SAMAST applications.	We need to define this activity in a separate scope of work.	As per the Tender specification.
77	Section-v clause-3.2 /166	xxv. The system will be capable to generate the following reports. -d) Dynamic report: User defined report using available meter data parameters.	All parameters and outputs for User defined reports need to be discussed beforehand.	As per the Tender specification.
78	Section-III,Table-9 /69&70	1.19 Virtualization software platform with high availability and resilience for 8 nodes. 2.00 DISASTER RECOVERY CENTER Hardware	How 8 node comes as per the design and from where virtualization software will be kept? Does virtualization not required in DR? then how we will copy then from DC and DR.	Provision for Virtualisation in DR has been considered in the tender specification
79	Section-III,Table-9 and Section-V Clause 2.0/70&108	<b>1.16</b> Table 9 Schedule of quantity. RDBMS Software (robust RDBMS with configuration and development cost), Enterprise edition. <b>2.0 Chapter 2 (d)</b> For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Standard RDBMS i.e., Oracle, MS-SQL Server, MySQL etc.	1.Regarding Database two pages mentioned two editions – Enterprise and Standard. Needs clarification on this as cost of both are very different 2. OEM and ATS support for database is not mentioned. Kindly clarify on this.	<b>Section-V,Clause 2.0,(i) (d) is revised herewith and shall be read as:</b> For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Industry Standard RDBMS (Enterprise Edition) i.e., Oracle, MS-SQL Server, MySQL etc.
80	Section -V 2.23 General Software and Hardware Requirement - G. Scope of SLDC, OPTCL/149	i) Installation and testing of energy meters.	This scope is not clear. Kindly clarify.	Installation and Testing of Energy Meters is not in the Scope of the tender

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
81	Section -IV, Point-6/92, 153, 156	Page 92: 6. Comprehensive solution for <b>demand forecast</b> , for operation planning and scheduling as detailed in this document. Page 153: Scheduling of power essentially involves collecting availability data from state generating stations, IPPs, State's share entitlement from ISGS and other sources and allocating to constituents/beneficiaries as per their respective share, decided by OERC. Other collateral subjects that need to be considered while scheduling are Open Access transactions, Data from Demand forecast, ATC declaration, Real time revision of schedules by SLDC System operators subject to Power regulations, Ancillary Market services, statutory changes in force and as amended from time to time. Page 156: Figure 4 Scheduling & Dispatch Module	In pages 92 & 153 – Demand forecast is written, and In page 156 – Load Forecast is mentioned. No details regarding Demand / Load forecast is available.	Demand forecast module is not in the Scope of the tender
82	Section-V clause 3.5/181	<b>6. Platform Integration</b> :The Open Access web portal shall be integrated with existing website of SLDC. A link shall be provided on the existing website of SLDC by clicking on which, user/applicant shall be redirected to the login page of web portal. After entering the user id and password successfully from this option, open access portal will get opened and user can work accordingly	New Website is already in the scope then why it needs to integrate with existing website. Clarification needed	As per the tender specification
83	General	All the integrations with external systems	All the external systems which will be beyond bidders' control should provide API with the specified format provided by bidder and the delay in providing specified APIs should not be considered as Bidders delay	The API for integration with distributed modules will be developed on a common design platform to be decided during design stage. However delay from the third party will not be considered as bidder's delay
84	General	State of Art Technology	Its mentioned that the application should be State of Art Technology. However, for state of Art Technology and for futuristic development need, the application should be created with Micro Service based architecture. Requesting OPTCL to consider the same and include it as the technology for the application so that it becomes a level playing ground for all the bidders while designing the solution. OPTCL should also include not to use the older technologies in the view of the future and longevity of the application	As per the Tender specification.
85	General	Development Technique	It is mentioned that there might be API Integration (To & Fro) with external systems. So the developed system should utilize API Based System with access restriction on the API Usage. It should not use Open APIs for interaction with client application / internally as well.	As per the Tender specification.
86	Requirement Gathering	Project Timeline	In the project timeline, its mentioned as all the documentation to be done within T0+1 Month timeline However, our understanding is Requirement Gathering session in SLDCs take significant time which is required before documentation. Hence we propose to have a milestone of Requirements Gathering as T0+1 Month and the have the Documentation time line as T0+2 Month	As per the Tender specification.
87	Development Period	Project Timeline	We propose to have the reordered Project Timeline as follows T0+1 Month – Project Kick Off and Requirement Gathering T0+2 Months – Documentation Submission T0+9 Months – Development Completion & FAT T0+10 Months – SAT T0+12 Months – Go-Live	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
88	Table-1/1	SECTION-VII: PRICE BID Table 1 Schedule of Dates	4 weeks extension needed after pre-bid responses being uploaded.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.

**NAME OF THE FIRM : 50 Hertz**

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
<b>COMMERCIAL</b>				
1	Clause No. 41.3 - Financial, Point no. i. (Under 41.0 Minimum Qualification Criteria of Bidders of SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/ 57	<p><b>Existing Clause:</b> The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be INR 20.5 Crores out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover of lead bidder will be minimum INR 12 crores, the total of the average annual turnover of JV Member (other than Lead bidder) for the last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 8.5 crores.</p>	<p>Tender is floated in the FY 2023-24 (July) and the submission date is in ending of August. Hence, MAAT of last three years should clearly include FY 22-23 as well.</p> <p><b>Suggested Clause:</b> The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) for the Bidder will be INR 20.5 Crores out of which IT Infrastructure / software development Projects, in last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover of lead bidder will be minimum INR 12 crores, the total of the average annual turnover of JV Member (other than Lead bidder) for the last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 8.5 crores.</p>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24. If the bidder is having audited account for the FY 2022-23, may submit the MAAT for last three financial years i.e. (FY 20-21, FY21-22 and FY22-23)..</p>
			<p>In addition to inclusion of FY22-23, in case of JV, the MAAT criteria should be fulfilled jointly by both the partners with reference to similar previous SAMAST tenders. If required those similar tender copies can be provided on request.</p> <p><b>Suggested Clause:</b> The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) for the Bidder will be INR 20.5 Crores out of which IT Infrastructure / software development Projects, in last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover <b>criteria should be fulfilled jointly by</b> of lead bidder will be minimum INR 12 crores, the total of the average annual turnover of <b>and</b> JV Member (other than Lead bidder) for the last three years (<del>FY19-20</del>, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 8.5 crores.</p>	<p>As per the Tender specification.</p>

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
			<p>In addition to inclusion of FY22-23, generally as per the previous tenders which are published under the SAMAST guidelines and the procurement guidelines, the average annual turnover value remain upto 100% of the project estimated cost so the respective value should be revised to encourage maximum bid participation. If required those similar tender copies can be provided on request.</p> <p><b><u>Suggested Clause:</u></b></p> <p>The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22, <b>FY22-23</b>) for the Bidder will be <b>100% of the project estimated cost INR 20.5 Crores</b> out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover <b>criteria should be fulfilled jointly by</b> of lead bidder <del>will be minimum INR 12 crores, the total of the average annual turnover of and JV Member (other than Lead bidder) for the last three years (FY19-20, FY 20-21, FY21-22, <b>FY22-23</b>) will be minimum INR 8.5 crores.</del></p>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.</p>

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
2	<p>Clause No. 41.2 - Technical, Point no. i.</p> <p>(Under 41.0 Minimum Qualification Criteria of Bidders of SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/56</p>	<p><b>Existing Clause:</b> The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC.</p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. Energy Accounting</li> <li>3. Deviation Settlement Mechanism/UI</li> </ol> <p>(AND)</p> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC.</p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage Management</li> </ol>	<p>Being a competent and leading solution provider in power utility space and implemented state of the art solutions like <b>Energy portfolio management</b> covering various smiliar modules like Load Forecasting, Scheduling &amp; Dispatch, Energy Accounting, DSM in state utilities i.e. State Power Holdings &amp; Discom and also executing SAMAST Project in Punjab SLDC. Hence we request you to kindly consider experiences of the similar modules implemented in the other various state govt utilities. Also would like to bring in your notice that SAMAST tender which has been released in the past also considered the experiences of other power utilities of India which includes State goverement and Central Utilities both. If needed, copy of the other tender may be provided on request. In addition to this, also to encourage maximum bid participation we request you to kindly dilute the given clause and modify as per the suggested clause mentioned below :</p> <p><b>Suggested Clause:</b> The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC / <b>Central &amp; State Govt. Power Sector Utility or Power Holding Company / Discoms</b></p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. Energy Accounting</li> <li>3. Deviation Settlement Mechanism/UI</li> </ol> <p>(AND)</p>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.</p>
			<p>In addition to above mentioned suggested clause, we would also like to highlight that SAMAST tenders which have been released in past considered one (1) Project with similar modules to encourage maximum participataion considering that there are limited SAMAST solution provider in the Industry and to encourage competitive bidding. Hence request you to kindly consider 1 Ongoing project instead of 2 Ongoing <b>similar like as mentioned for Open Access and Outage management modules</b>. Please find here the suggested clause for your kind consideration :</p> <p><b>Suggested Clause:</b> The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) <del>two</del> <b>One</b> ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC/ <b>Central &amp; State Govt. Power Sector Utility or Power Holding Company / Discoms</b></p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. Energy Accounting</li> <li>3. Deviation Settlement Mechanism/UI</li> </ol> <p>(AND)</p> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC/ <b>Central &amp; State Govt.</b></p>	<p>As per the Tender specification.</p>

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
			<p>In addition to above mentioned suggested clauses, we would also like to request to kindly consider different project completion experiences for (Web based Energy Scheduling, Energy Accounting, Deviation Settlement Mechanism/UI) instead of having in one single project. Please find the suggested clause as under for your kind consideration :</p> <p><b>Suggested Clause:</b></p> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (<b>single or multiple project covering following modules</b>) (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC / <b>Central &amp; State Govt. Power Sector Utility or Power Holding Company / Discoms</b></p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. Energy Accounting</li> <li>3. Deviation Settlement Mechanism/UI</li> </ol> <p>(AND)</p> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC / <b>Central &amp; State Govt. Power Sector Utility or Power Holding Company / Discoms</b></p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage Management</li> </ol>	As per the Tender specification.
3	<p>Clause No. 41.1 - General, Point no. ii. b.</p> <p>(Under 41.0 Minimum Qualification Criteria of Bidders of SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/55</p>	<p><b>Existing Clause:</b></p> <p>The Bidder (or any member in case of JV) will have completed minimum two (2) IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.</p>	<p>Most of the competent bidders have experiences of one IT infra Project which are part of SAMAST Program. Rest of the IT solution are deployed on Cloud infra to various utilities . Hence we request you to kindly limited the same to one completed project instead of Two or Include cloud infra related solution which have been impletened to various utilities as management of cloud infra is again in the scope and responsibility of the bidder Hence, we request to allow us for participation and amend the clause as suggested below :</p> <p><b>Suggested Clause:</b></p> <p>The Bidder (or any member in case of JV) will have completed minimum <del>two (2)</del> <b>One (1)</b> IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.</p> <p><b>OR</b></p> <p>The Bidder (or any member in case of JV) will have completed minimum two (2) IT infrastructure (<b>On Premise or On Cloud Infa</b>) in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.</p>	As per the Tender specification.

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
4	Clause No. 21 - Payment terms and conditions, <b>Table 4 - Payment Terms, S.No. 3 and 5</b> (Under SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)	<b>Existing Clause:</b> <b>For Hardware:</b> 3. Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR and approval of Engineer In charge. Hardware payment - 70% 5. Go Live Hardware payment - 30%	We would like to inform that IT Infra Suppliers/ OEM's will take 100% payment on delivery of the material. Hence 70% payment against "Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR" <b>is not feasible and viable</b> . Also the previous SAMAST tenders also have the payment terms where 70 to 80% of the IT infra payment has been made at supply after receipt of the material. Hence we request you to kindly relax the payment terms accordingly as per suggested below : <b>Suggested Clause:</b> 3. 70% of Payment should be made at <b>Supply</b> of IT hardware and associated Items within 30 days post receipt of material <b>Hardware Payment - 70%</b> AND 20% of Payment should be made on <b>Installation and commissioning</b> of IT hardware and associated Items after successful FAT/SAT at Data Centre and DR and approval of Engineer In charge. <b>Hardware Payment - 20%</b>	As per the Tender specification.
5	Clause No. 21 - Payment terms and conditions, <b>Table 4 - Payment Terms, S.No. 2, 4 and 5</b> (Under SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/38	<b>Existing Clause:</b> <b>For Software:</b> 2. Demonstration of developed SAMAST software modules for Unit Testing and (System Integration Testing) SIT and approval of Engineer In charge. Software payment - 30% 4. Site Acceptance Test UAT approval of Engineer In charge. Software payment - 30% 5. Go Live Software payment - 30%	Current payment terms are stringent and same need to be relaxed considering there are substantial amount of efforts incurred during requirement study and development phase. Also please refer earlier SAMAST tenders where the portion of software payment are made during the requirement study and module deployment & testing phase. Hence request to kindly relax this clause as mentioned below : <b>Suggested Clause:</b> 2. Demonstration of developed SAMAST software modules for Unit Testing and (System Integration Testing) SIT and approval of Engineer In charge. <b>Software payment - 40%</b> 4. Site Acceptance Test UAT approval of Engineer In charge. <b>Software payment - 40%</b> 5. Go Live	As per the Tender specification.
6	Clause No. 41.1 - General, Point no. v. (Under 41.0 Minimum Qualification Criteria of Bidders of SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/55	<b>Existing Clause:</b> Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	The safety certification "S" mark is carried out for the electronic products. Keeping tender clauses in reference, the lead bidder can be software developer only and this certification needs to come from the hardware supplier. <b>This clause needs to be removed from the PQ Criteria and it should be part of the tender compliance</b> . Hence, need clarity for this point and the clause should be amended as suggested below : <b>Suggested Clause:</b> Bidders (Lead Bidder <b>Any member</b> in case of JV/consortium) must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	"S"Mark is applicable for Hardware only, to be produced before delivery of Materials. Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
7	<p>Clause No. 42.1 - Personnel Capability, <b>Table 7 - Manpower Deployment, S.No. 1, 2, 3 and 4</b></p> <p>(Under 42.0 Deployment of Experts of SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/57,58</p>	<p><b>Existing Clause:</b></p> <p><b>1.</b> Project Manager Min Qualification - B.E. /B.Tech</p> <p><b>2.</b> Team Lead - IT Infrastructure Total 12 Years Experience required Min Qualification - B.E. /B.Tech</p> <p><b>3.</b> Team Lead – Software Total 12 Years Experience required Min Qualification - B.E. /B.Tech/MCA</p> <p><b>4.</b> Power Sector Expert Total 12 Years Experience required Min Qualification - B.E. /B.Tech</p>	<p>For Min. Qualification for positions mentioned in S.No. 1, 2, 3 and 4, addition of M.Tech/MBA/MCA should be considered. Also for the position of Project Manager, it is justified with requirement of 12 Years of Experience, but for other positions mentioned in S.No. 2, 3 and 4, the years of experience should be reduced as suggested below :</p> <p><b>Suggested Clause:</b></p> <p><b>1.</b> Project Manager Min Qualification - B.E. /B.Tech /MCA /M.Tech /MBA</p> <p><b>2.</b> Team Lead - IT Infrastructure Total <b>7 Years</b> Experience required Min Qualification - B.E. /B.Tech /MCA /M.Tech /MBA</p> <p><b>3.</b> Team Lead – Software Total <b>7 Years</b> Experience required Min Qualification - B.E. /B.Tech /MCA /M.Tech /MBA</p> <p><b>4.</b> Power Sector Expert Total <b>7 Years</b> Experience required Min Qualification - B.E. /B.Tech /MCA /M.Tech /MBA</p>	<p>Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.</p>
8	<p>Clause No. 32.0 - Joint Venture / Consortium (Under SECTION-II : GENERAL TERMS AND CONDITIONS OF CONTRACT of PART-I)/51</p>	<p><b>Existing Clause:</b></p> <p>Lead bidder must be Software Developer and other member must be for hardware components only.</p>	<p>For the "other member" for Hardware components, OEM like HP, Dell, Lenovo etc. will not come in consortium for this type of contract and tender value. The channel / Implementaion service partner of these OEMs can only come as consortium partner. Hence we required clarity and same need to be modified accordingly .</p>	<p>As per the Tender specification.</p>
9	<p>Clause No. 8 - System Availability, <b>Table 44 - System Availability Requirement</b> (Under SECTION – VI: SPECIFICATION FOR COMPREHENSIVE AMC OF SAMAST SOFTWARE &amp; HARDWARE INFRASTRUCTURE of PART-I)/214</p>	<p><b>Existing Clause:</b></p> <p>All Systems software and Hardware supplied with this project including Cyber Security system. System Availability - 99%</p>	<p>Typically system availability remains around 98% with reference to previous SAMAST tenders, hence request to kindly amend as suggested below :</p> <p><b>Suggested Clause:</b></p> <p>All Systems software and Hardware supplied with this project including Cyber Security system. System Availability - 99% <b>98%</b></p>	<p>As per the Tender specification.</p>
10	<p>Clause No. 18 - Payment of maintenance charges and Price Reduction (based on the total System availability), <b>Table 47 - Deduction against less availability</b> (Under SECTION – VI: SPECIFICATION FOR COMPREHENSIVE AMC OF SAMAST SOFTWARE &amp; HARDWARE INFRASTRUCTURE of PART-I)/222</p>	<p><b>Existing Clause:</b></p> <p>Availability of the system per quarter</p> <p>1. More than or equal to 99% : Deduction as % - NIL</p> <p>2. Less than 99% - Deduction of 2% of the apportioned prices of the apportioned quarterly AMC for every 0.5 % or part there of decrease in availability under 99%. This deduction will be subject to maximum 50% of the total payable amount of the quarter.</p>	<p>Typically system availability remains around 98% with reference to previous SAMAST tenders, hence request to kindly amend the deduction as suggested below :</p> <p><b>Suggested Clause:</b></p> <p>Availability of the system per quarter</p> <p>1. More than or equal to 99% <b>98%</b> : Deduction as % - NIL</p> <p>2. Less than 99% <b>98%</b> - Deduction of-2% <b>1%</b> of the apportioned prices of the apportioned quarterly AMC for every 0.5 % or part there of decrease in availability under 99% <b>98%</b>. This deduction will be subject to maximum 50% <b>10%</b> of the total payable amount of the quarter.</p>	<p>As per the Tender specification.</p>

**NAME OF THE FIRM: INSPIRISYS SOLUTIONS LTD.**

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
1	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/ Table-9, Sl No. 1.16/70	SCHEDULE OF QUANTITY AND DELIVERY ALONG WITH INSTALLATION & COMMISSIONING SCHEDULE OF QUANTITY & DELIVERY Table 9 Schedule of quantity 1.16. RDBMS Software (robust RDBMS with configuration and development cost), Enterprise edition. - Lot 1	Conflict on RDBMS software requirement. Shall bidder consider enterprise / standared edition.	This is clarified in the meeting as Enterprise database with support
2	1.1 Software Details Table 16/105	Platform/ Environment for Development of Solution.Standard Database Oracle/MS Server	Conflict on RDBMS software requirmnet. Shall bidder consider enterprise / standared edition.	This is clarified in the meeting as Enterprise database with support
2	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/69	1.05 Backup Management Server with Backup & Recovery Management Software (Commvault backup agent)	1.05 Backup Management Server with Backup & Recovery Management Software ( <del>Commvault backup agent</del> )	Name of the OEM is just reference, not specific Vendor product is required.
3	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/69	1.07 NAS (with Minimum 15TB Usable data storage as per technical specification)	1.07 NAS (with Minimum 15TB Usable data storage as per technical specification). Bidder will supply 15TB usable data storage only. In case of further enhancement / augmentation of capacity during contract period will be carried out by purchaser with additional cost. Kindly clarify.	As per the Tender specification
4	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/69	Storage Area Network (SAN) based Storage Solution with Minimum 15TB Usable data storage as per technical specification S	Storage Area Network (SAN) based Storage Solution with Minimum 15TB Usable data storage as per technical specification S Bidder will supply 15TB usable data storage only. In case of further enhancement / augmentation of capacity during contract period will be carried out by purchaser with additional cost. Kindly clarify.	As per the Tender specification
5	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/70	1.18 Linux OS License for Servers (Latest Edition) Nos. 11	Linus OS Licenses for server; means, all flavour of Linux (i.e. RHEL, OEL, Ubuntu, SUSE, CentOS etc.). Kindly Clarify.	As per the Tender specification
6	ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY 6.00 AMC and Audit/70	5 year AMC for the entire project including Disaster Recovery Centre and DC Hardware, commencing from one year after Go-live .	Does it means, Hardware AMC will starts One year after Go-Live. And Warranty of hardware will start from the date of Go-Live of the application. So it means, 1+5 years of Warranty+AMC period. Kinldy Clarify.	AMC for the entire project i.e Hardware & Software will start from one year after Go-Live.
7	SECTION IV: SCOPE OF WORK/95	The proposed solution must ensure adequate data security (starting from meters to DC), data storage and system redundancy as per relevant standards.	Kindly elaborate the requirement.	Bidder has to adhere to the standard guidelines and backup policy of OPTCL.

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
8	SECTION IV: SCOPE OF WORK/96	The bidder will ensure to carry out Cyber Security Audit twice in a Financial Year during the entire currency of project work including warrantee & AMC period, from a third party CERT- In empaneled suppliers and cyber auditor must be changed from time to time. The security related requirements of the equipment will be as per DoT (Department of Telecommunication) guidelines and all similar security requirements as amended by DoT and CEA/CERC /NCIIPC on time-to-time basis will be followed/complied by the supplier at no additional cost to Purchaser till the implementation of the project. Network forensics, Network hardening, Network penetration test, Risk assessment, Actions to fix problems and to prevent such problems from reoccurring etc. will be covered under cyber audit. Further, implementation of the suggested measures will be addressed within stipulated time period, with no cost implication to Purchaser.	Cyber Security Audit is the Bidder responsibility. Kindly clarify.	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.
9	1.0 CHAPTER 1: Software and Hardware Standards & Requirements/105	1.1 Software Details Table 16 Platform/ Environment for Development of Solution.	Kindly remove the OEMs name, Kindly allow bidder to identify the OEMs based on technology.	As per tender specification
10	1.0 CHAPTER 1: Software and Hardware Standards & Requirements/105	1.1 Software Details Table 16 Platform/ Environment for Development of Solution. Standard Database Oracle/MS Server	1.1 Software Details Table 16 Platform/ Environment for Development of Solution. Standard Database Oracle/MS Server/Equivalent RDBMS	Latest Enterprise Edition with support is accepted without any additional financial implication..
11	2.0 Chapter 2: Hardware Architecture for Data Centre and DR  i. Typical hardware requirements for a centralized data center (DC) are as under:/108	c) Hardware configuration shall involve redundant server configuration at DC in two tier structure/level, where Main & Redundant Servers and other critical hardware shall be kept in two different locations and shall be configured in HA mode (Active – Active mode). At Tier 3 level, Disaster Recovery System shall provide the complete backup of the Application SW & Database to provide critical system recovery protection. Keeping in view of ensuring adequate protection of the backup data of main IT System at DC, DR System shall be hosted at different premises other than the DC System location. SAMAST Data Center (Main IT System at DC) & DR System are proposed to be connected for data communication through Fiber Optic communication medium.	Kindly share the DC and DR location detail and connectivity details between DC and DR	DC will function at the existing primary data centre of OPTCL, DR will function at Meramandali with OPGW connectivity at distance 130 km from Bhubaneswar.

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
12	2.0 Chapter 2: Hardware Architecture for Data Centre and DR  i. Typical hardware requirements for a centralized data center (DC) are as under:/108	d) For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Standard RDBMS i.e Oracle, , MS-SQL Server, MySQL etc.	Statement is conflicting. Kindly allow bidder size the storage capacity and remove the OEMs name / add equivalent	<b>Section-V, Clause 2.0,(i) (d) is revised herewith and shall be read as:</b> For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Industry Standard RDBMS (Enterprise Edition) i.e., Oracle, MS-SQL Server, MySQL etc.
13	2.0 Chapter 2: Hardware Architecture for Data Centre and DR  i. Typical hardware requirements for a centralized data center (DC) are as under:/108	For backup of the database available at SAN Storage & image backup of the Servers, NAS has be provided.	Kindly elaborate the user of NAS in the deployment.	Specification of NAS is provided. The uses shall be defined during SRS phase.
14	2.0 Chapter 2: Hardware Architecture for Data Centre and DR  i. Typical hardware requirements for a centralized data center (DC) are as under:/109	j) Disaster Recovery (DR) System is required to be installed at different location other than DC through suitable data communication connectivity probably through Fiber optic communication medium for efficient & reliable data transfer from SAMAST main IT Infra System to DR & vice-versa. DR System primarily comprises NAS Storage system (storage sizing to be done for availability of usable storage capacity for 7-year data storage) with Data Management Server & network equipment's to have connectivity with Main DC.	Kindly share the DC and DR location detail and connectivity details between DC and DR	DC will function at the existing primary data centre of OPTCL, DR will function at Meramandali with OPGW connectivity at distance 130 km from Bhubaneswar.
15	2.3 Design of the solution must satisfy the following but not limited to:/114	c. Considering the volume of data to be stored for running all the applications as well as estimated data sizing in 7 years down the line, storage conforming to the minimum specification as detailed in subsequent chapters with high-speed disk drives of minimum 10TB usable space in RAID configuration to be offered. This should be expandable up to 100% than the provided storage capacity in SAN Storage system without replacement of main equipment.	Statement is conflicting. Kindly specify the exact requirement of capacity with RAID requirement for SAN storage.	100% availability of the service should be maintained ideally RAID 10 is recommended. 15 TB usable on SAS with 10 K RPM

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
16	Chapter 2: Hardware Architecture for Data Centre and DR 2.2 The main objective of the proposed solution is to achieve the following but not limited to:/114	c. Software is to be tested on the supplied hardware for required functionality and performance.	Suggesting to deploy the software on test server for functionality and performance testing, before deploying on production server.	As per the Tender specification
17	Chapter 2: Hardware Architecture for Data Centre and DR2.4 Servers/115	The Servers shall have provision for expansion of the Processor, auxiliary memory and Main memory (RAM) by 100% of the delivered capacity. This expandability shall be possible at site with addition of plug-in modules only. Servers shall be mounted in a rack (panel) and a single rack mountable LED monitor, keyboard and mouse using an KVM switch to access all servers & peripherals in the panel. However, the grouping of servers in a rack shall be such that the primary and backup servers for a system function are located in different racks. All servers shall have dual redundant power supplies, capable to operate on single power supply module. And there shall not be any interruptions in the operation of servers when there is a failover between the two AC Power Supply of the server.	Does it means, bidder shall provision the server with 50% capacity of processor, auxiliary memory and Main memory (RAM).  (e.g. In a 2 socket processor server, bidder should populate 1 processor only)	Min 2 sockets should be populated and should have provision for additional 2 sockets.
18	Chapter 2: Hardware Architecture for Data Centre and DR 2.23 General Software and Hardware Requirement /149+B26	F. System Security & Cyber Security Third party security audit by CERT-in certified auditor is to be done prior to commissioning or Go Live whichever is earlier. Ensuring compliance with CERT-in standards for all software modules has to be ensured by Supplier prior to handing over. Supplier/Supplier will document and implement a Cyber Security Policy in line with CERT-In latest guidelines ( <a href="http://www.cert-in.org.in">http://www.cert-in.org.in</a> ) to secure the system and the Supplier will keep updating the Security settings as per the revised guidelines of CERT-In at time to time. Below listed basic strategies shall be followed by the Supplier for making the entire Control Centre immune to Cyber-attacks.	Does bidder needs to engage CERT-IN empanel auditor to perform security audit prior to commissioning or Go Live whichever is earlier.	Third party security audit by CERT-in certified auditor is to be done prior to commissioning or Go Live whichever is earlier. Ensuring compliance with CERT-in standards for all software modules has to be ensured by Supplier prior to handing over. The bidder will engage CERT-in certified auditor.

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
19	5.0 Chapter 5: Detail architecture of development, testing & production phase of software modules:/197	The Development and Staging/ Testing environment will be established by creating virtual machines that can be used to host corresponding application/web/Database applications curved from any of the available servers in Data Lan. These VMs will be installed on the existing deployment servers which are running in the Active and Backup server configuration in one of the servers. The position of the development and testing environment can be decided at the time of detailed engineering based on the load and size constraints.	Kindly specify the development and Staging/ Testing environment sizing which can be established by creating virtual machines that can be used to host corresponding application/web/Database applications curved from any of the available servers in Data LAN.	The development and Staging environment sizing will be as per developer's requirement. Testing environment sizing will be same as Production environment.

<b>NAME OF THE FIRM : H.P</b>				
<b>Sl.No</b>	<b>Clause no &amp; Page no</b>	<b>Tender specification</b>	<b>Bidders query</b>	<b>SLDC reply</b>
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
1	Annexure-III,Table-9/69	1.05 Backup Management Server with Backup & Recovery Management Software (Commvault backup agent)	All the three sections/specifications refers to one item i.e. Backup Software. Annexure-III mentions the name of the OEM and there are two separate specification sections for the same item. Kindly clarify to avoid ambiguity in planning the bid respnse for the bidder's.	Name of the OEM is just reference, not specific Vendor product is required.
2	Chapter 2/2.17/ 141-142	2.17 Backup & Archival Software / Backup System		
3	Chapter 2/2.5/122	2.5 NAS (Network Area Storage)		
4	Chapter 2/2.6/112	2.6 SAN Storage: Non-Redundant. and Configured for 100 % availability	We understand that the 100% availability implies that the asked storage to have 100% data availability guaranteed architecture as published in the corresponding Storage OEM's website. Kindly confirm.	100% availability of data
5	Chapter 2/2.4/115	Server	Kindly add the clause as: "Servers shall have security bezel with locking kit and chassis intrusion detection". This is to ensure adequate physical access security to Servers are ensured and auditable.	As per Tender specification
6	Chapter 2/2.4/115	2.4 Servers: The Servers shall have provision for expansion of the Processor, auxiliary memory and Main memory (RAM) by 100% of the delivered capacity.	Dual-CPU servers asked here and because of this clause, 4-CPU servers are to be offered by bidders with 2 nos CPU populated. Kindly note and clarify.	Either can provide server with 4 socket provision or provide the additional sever based on the performance requirement.
7	Chapter 2 table-19 /115	RAID Controller: 12Gbps PCIe 3.0, Min 2 GB cache support for RAID 0, 1, 5, 10, 50	Latest generations processor based Servers are with PCIe 5.0. Kindly revise accordingly.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
8	Chapter 2 table-19 /115	I/O Slots: Min.2 Nos. PCIe 3.0 Slots, Max. supported up to 6 Nos. PCIe 3.0	Latest generations processor based Servers are with PCIe 5.0. Kindly revise accordingly.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication

Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
9	Chapter 2/2.4/115	Request for addition for Cyber security of Server	Kindly add the following clauses for enhanced cyber security in the servers: "# FIPS 140-3 validation # Support for Commercial National Security Algorithms (CNSA) # Protection from PDOS and Splashing attacks # Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation # Should support managing multiple servers as one via Group Power Control, Group Power Capping, Group Firmware Update, Group Configuration, Group Virtual Media and Encrypted Virtual Media # Security dashboard : displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features # Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline"	As per Tender specification
10	2.4.2 Database Servers,Table-20 /117	64 Bit, Latest Generation, 1 x Intel Xeon, gold 5220 processor, 3 GHz or better, Min. 8 Cores	Kindly revise to 6434H or better as this is the only 8C CPU in the Latest 4th Gen available. 5220 CPU is from much older generation and can not ensure long support life of the intended server.	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.
11	2.4.2 Database Servers,Table20/117	Installed RAM: Min. 128 GB DDR4, 2666Mhz or better	Kindly revise to DDR5 RAM as that's the compatible with latest 4th Gen CPU.	DDR5 RAM as that's the compatible with latest 4th Gen CPU.
12	2.4.3 APPLICATION SERVERS/ COMMUNICATION SERVER, Table-21/118	64 Bit, Latest Generation, 1 x Intel Xeon 3 GHz or better, Min. 8 Cores	Kindly revise to 6434H or better as this is the only 8C CPU in the Latest 4th Gen available. 5220 CPU is from much older generation and can not ensure long support life of the intended server.	Intel Xeon Gold 3.0 GHz or better, Min. 8 Cores 4th GEN
13	2.4.3 APPLICATION SERVERS/ COMMUNICATION SERVER, Table-21/118	Installed RAM: Min. 128 GB DDR4, 2666Mhz or better	Kindly revise to DDR5 RAM as that's the compatible with latest 4th Gen CPU.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
14	2.4.4 WEB/ DR / BACKUP MANAGEMENT SERVER, Table-22/119	64 Bit, Latest Generation, 1 x Intel Xeon 3 GHz or better, Min. 8 Cores	Kindly revise to 6434H or better as this is the only 8C CPU in the Latest 4th Gen available. 5220 CPU is from much older generation and can not ensure long support life of the intended server.	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.
15	2.4.4 WEB/ DR / BACKUP MANAGEMENT SERVER, Table-22/119	Installed RAM for Web Server: Min. 64 GB DDR4, 2666Mhz or better	Kindly revise to DDR5 RAM as that's the compatible with latest 4th Gen CPU.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication



Sl.No	Clause no & Page no	Tender specification	Bidders query	SLDC reply
16	2.4.4 WEB/ DR / BACKUP MANAGEMENT SERVER/119	Installed RAM for Backup Server & DR Server: Min. 32 GB DDR4, 2666Mhz or better	Kindly revise to DDR5 RAM as that's the compatible with latest 4th Gen CPU.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
17	2.5 NAS (Network Area Storage)120	Minimum 1 x Intel Xeon-Bronze 3104 or better		As per the Tender specification
18	2.6 SAN, Table-24 /123	Storage capacity: Minimum 15 TB usable capacity in RAID with Hot pluggable redundant SAS 10 K RPM disks, Solid State Array	Kindly confirm the exact drive type required here. SAS 10K RPM drives and SSD drives are different and cannot be mixed for a asked capacity point. Kindly clarify.	Storage capacity: Minimum 15 TB usable capacity in RAID 10 with Hot pluggable redundant SAS 10 K RPM disks,
19	Router, Table-27 (C)/128	Throughput: Minimum 2 Mbps or better	Understand, this may be a typo error. Router throughput are in packet-forwarding rate, hence should be mentioned as "Mpps". Kindly revise as "2 Mpps or better"	Throughput: Minimum 2 Mpps or better
20	Router, Table-27(D) /128	Features to support: QoS, MPLS, Security, Broadband, Multiservice, Voice IP2IP Gateway	Kindly revise as "QoS, MPLS, Security, Multiservice including Voice". Some features are requested to remove as they are broadband router terms.	As per Tender specification
21	2.6 SAN/123	Request for addition: Replication of data to Disasterbrecovery site:	Kindly add the following replication and data protection features here: # Offered storage to include solution for Continuous Data Protection while supporting both local and remote data Protection. # Offered replication software shall provide automated failover and failback after initiating the DR execution as per defined policies # Offered replication solution shall have in-built native capability of Always on Replication instead of using Snapshot / Clone technology for both local as well as DR data protection. # Offered replication solution shall be able to create thousands of checkpoints, separated out by less than 10 seconds, for minimal RPO and RTO using Journal based or equivalent technology # Offered replication software have capability for configuring the reverse protection (DR to Primary location) after successful failover from Primary location to DR location. # Proposed Software shall have capability for doing DR Drill (Test Failover) from Primary location to DR location in automated mode so that there shall no need to create the VM manually at DR location # Offered replication solution shall have strong mechanism for ransomware protection and shall be achieved with minimum RPO including capability for creating the checkpoint at every 5 second of data protection so that customer can select the required checkpoint while restoring the files during the ransomware attack and can achieve lowest RPO.	As per Tender specification

NAME OF THE FIRM : EDB				
Sl. No	Clause no/ Page no	Tender specification	Bidders query	SLDC reply
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
1	Table 16, Platform/ Environment for Development of Solution/ 105	Standard Database : Oracle/MS Server	Request for the sentence to be replaced by 'Standard Database : Oracle/MS Server/Enterprise PostgreSQL'	Latest Enterprise Edition with support is accepted without any additional financial implication.
2	Below Table 16, Table note/105	Reputed RDMS software database viz. Oracle, MS Server database being utilized in RLDC/SLDC/NLDC	Request for the sentence to be replaced by 'Reputed RDMS software database viz. Oracle, MS Server or Enterprise PostgreSQL database being utilized in RLDC/SLDC/NLDC'	Latest Enterprise Edition with support is accepted without any additional financial implication.
3	2.0 bullet 'd', Typical hardware requirements for a centralized data center (DC) are as under:/108	For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Standard RDBMS i.e Oracle, , MS-SQL Server, MySQL etc.	Request for the sentence to be replaced by 'For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Standard RDBMS i.e Oracle, , MS-SQL Server, MySQL, Enterprise PostgreSQL, etc.	Latest Enterprise Edition with support is accepted without any additional financial implication. <b>Section-V, Clause 2.0,(i) (d) is revised herewith and shall be read as:</b> For storage of complete database of the system, SAN Storage system is to be provided (storage sizing to be done for availability of usable storage capacity for 7 years data storage). SAN shall connect with database servers over Fibre Channel using redundant SAN Switch. SAN Storage system shall store the complete database using RAID configuration. Database of the system on SAN shall contain all the data of ABT, Reports, Open Access, Automated Meter Reading and other software system in any one of the provided Industry Standard RDBMS (Enterprise Edition) i.e., Oracle, MS-SQL Server, MySQL etc.

<b>NAME OF THE FIRM : WIZERTECH</b>				
<b>Sl. No</b>	<b>Clause No/Page no</b>	<b>Tender specification</b>	<b>Bidders query</b>	<b>SLDC reply</b>
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				
<b>1</b>	Table 28 /129	<b>SL.No -1.</b> UTM with HA license will be provided, i.e. Two Hardware Box will be provided in HA (Active- Active). License will be valid for 5years.	UTM with HA license will be provided, i.e. Two Hardware Box will be provided in HA (Active- Active), Two Hardware should be licensed with UTM bundle from day one and will be valid for 5years.	Yes
<b>2</b>	Table 28/131	<b>SL.No -27.:</b> Management & Reporting functionality: The solution should have minimum 100 GB of internal storage for logging & reporting functionality	The solution should have minimum 240 GB of internal storage for logging & reporting functionality	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
<b>3</b>	Table 28/131	<b>SL.No-28:</b> Power Supply: 230V AC Input	Dual Power supply from day one 230V AC Input	Un interrupted power supply will be provided by SLDC, OPTCL
<b>4</b>	Table 28/132	<b>Sizing Parameters for each Firewall: SL.No-5:</b> Minimum IPS throughput for real world traffic or enterprise mix traffic:400Mbps	4000Mbps	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
<b>5</b>	Table 28/132	<b>SL.No-6:</b> Minimum 3DES/AES VPN throughput:IPSec VPN throughput: minimum 1500 Mbps	IPSec VPN throughput: minimum 5 Gbps	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
<b>6</b>	Table 28/132	<b>SL.No-9</b> Full DPI performance;NGFW performance 110 Mbps	NGFW performance 1100 Mbps	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication
<b>7</b>	Table 28/132	<b>SL.No10:</b> Interfaces: 8-port 10/100/1000, 2-port 10 Gigabit SFP Ethernet (SFP+), USB, 1 console interface	10-port 10/100/1000, 6 port 1G SFP slots, 4-port 10G SFP+ Slots, 1x USB, 1x console interface	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication

**NAME OF THE FIRM : NETCON**

SR. No	Clause No/Page no	Tender specification	Bidders query	SLDC reply
<b>COMMERCIAL</b>				
1	41.1 General/55	ii. b. The Bidder (or any member in case of JV) will have completed minimum two (2) IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	Please modify the clause as follows for fair competition. b. The Bidder (or any member in case of JV) should have completed IT/Networking projects in any Govt/PSU/Large Enterprises/Institutions as follows in India in the last five (5) Financial years as on date of submission of bid. i) One Single Project with minimum value of 5 Crores (including GST) or ii) Two Projects with minimum value of 2.5 Crores each projects (including GST)	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
2	41.1 General/55	v. Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	We request you to remove this clause for fair competition.	“S”Mark is applicable for Hardware only, to be produced before delivery of Materials. Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.“S”Mark is applicable for Hardware only, to be produced before delivery of Materials. Rest as per the tender specification.
3	21.0 Payment terms and conditions:/38	3. Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR and approval of Engineer In charge. 70% 5. Go-Live 30%	We request you to modify the payment terms as follows for better cash flow: 1) 90% against Supply of Goods 2) 10% against Installation, Commissioning, Testing and Hand Over	As per the tender specification.
4	Discussion during pre-bid meeting	As discussed during the Pre-bid meeting, OPTCL's SLDC currently possesses an ample supply of smart meters in stock. Therefore, there is no dependency on procurmennt of new smart meters for the purposes of testing and the successful implementation of the Samast Project	Please confirm	ABT Meters (15 min DIP) are existing.

**NAME OF THE FIRM : KREATE TECHNOLOGIES**

Sl. No	Clause No./Page no	Tender Specification	Bidder's Query	SLDC reply
<b>COMMERCIAL</b>				
1	Section -I, clause -5/ 17	(iii.)All the responsive bidders will be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) published through corrigendum on the technical proposals.	Is price bid is also allow to revise after submission	No
2	Section -I, clause -6/ 17	(i) Deviation to the revised scope of works is not permissible under the contract. However, at any time during the execution of the contract, SLDC, OPTCL reserve the right to vary the quantity of any item with reference to the BOQ to any extent within the limit of $\pm 25\%$ of the BOQ of the LOA at the same unit rate and terms conditions contained in the LOA.	What will be price if change is 25% in scope	LoA Price
3	Section-II, clause-21.0/38	Table:4 Payment terms	Request you kindly consider 20% on initially and 20% after go live instead of 10% and 30%	As per the tender specification.
4	Section-II,clause-32/51	Lead bidder must be Software Developer and other member must be for hardware components only.	Kindly make this clause that consortium partner or bidder in experienc in power sector for last 7 year, as hardware part there will third party will be involve	As per the tender specification.
5	Section-II,clause-35/53	Cyber security (VAPT) Test: VAPT test shall be conducted once in every year by audit agency to ensure its stability and reliability till end of AMC period. The required cost will be borne by SLDC, OPTCL. Bidder will include the cost of such tests in their offer.	Please clarify	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.
6	Section-II,clause-41.1 General/55	(ii) (a).The Bidder (Lead bidder in case of JV) will have successfully implemented minimum <b>two (2) Software development &amp; implementation project</b> in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 50 lakhs (with GST) in India in the last five (5) years ending the date of submission of bid.	Request you Please make last 7 years , also kindly include power utiilies like state Renewable agencies	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
7	Section-II,clause-41.1 General/55	(ii) (b) The Bidder (or any member in case of JV) will have completed minimum <b>two (2) IT infrastructure</b> in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	Request you Please include state Renewables agencies also please make clause change one project in power sector either in software or hardware with value 100 lakhs in last 5 years	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
8	Section-II,clause-41.1 General/55	(iii) The Bidders (Lead bidder in case of JV/consortium) should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid	Request you that CMMI level certificate appraisal document should visible in CMMI institute for authentication	As per the tender specification.
9	Section-II,clause-41.1 General/55	(v) Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	Kindly include CERT-in certificate	CERT-IN is related to Cyber security whereas 'S' mark certificate is related to Hardware

Sl. No	Clause No./Page no	Tender Specification	Bidder's Query	SLDC reply
10	Section-II,clause-41.3 .Financial/57	(i). The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be <b>INR 20.5 Crores</b> out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum <b>INR 4 crores</b> for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover of lead bidder will be minimum <b>INR 12 crores</b> , the total of the average annual turnover of JV Member (other than Lead bidder) for the last three years (FY19-20, FY 20-21, FY21-22) will be minimum <b>INR 8.5 crores</b> .	1.as government is promoting start up or MSME bidder , so kindly re consider the average turnover clause and make this 5 Cr average turnover of 3 years out last 5 years ( suppose tender cost is 12 CR then per year is cost to bidder 2.5 CR ) . also net worth should not be consider if considered then it should be positive in any of the last 3 finacial years 2. Earlier in clause 31.1 it is mention MAAT shall be considered together in case of consortium , so request you kindly consider the turnover as combined for consortium or JV and where lead bidder out of which IT Infrastructure / software development Projects, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 4 crores.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
11	Section-II,clause-41.3 .Financial/57	(v). The bidder must have INR 2 crore liquid asset in hand.	1. as to promote the start up kindly remove this clause or make amount upto 10 Lacs	As per the Tender specification
12	Section-II,clause-41.3 .Financial/57	(vi) Bid capacity must be equal to or more than 20.5 Crores.	as to promote the start up, Please make this as per tender cost per year	As per the Tender specification
13	Section-II, clause-42.1,Table-7/58	1.Project Manager -B.E. /B. Tech-12 (Twelve) years of experience in IT / Power sector with minimum 8 (Eight) years of experience in areas such as power market / power trading / open access / SLDC / IT implementations in power sector. Should have relevant experience in Project Management and System Integration in project of size at least 10Cr.	Request to Kindly amend the clause with total 8 years of experince and 5 years in power market / power trading / open access / SLDC / IT implementations in power sector and Project Management and System Integration in project of size at least 4Cr	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
14	Section-II, clause-42.1,Table-7/58	2.Team Lead - IT Infrastructure-B.E. /B. Tech-12 (Twelve) years of experience in IT / Power sector with minimum 8 (Eight) years of experience in Control Center/Data Center implementation	Request to kindly amend the clause with total 8 years of experince and 5 years also kindly include MCAand BCA also years of experience in Control Center/Data Center implementation and It infrastruture	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
15	Section-II, clause-42.1,Table-7/58	3. Team Lead – Software-B.E. /B. Tech/ MCA-12 (Twelve) years of experience in IT / Power sector with minimum 8 (Eight) years of experience in software development / handling and delivery in the power sector.	Request to kindly amend the clause with total 8 years of experince and 5years in software development / handling and delivery in the power sector years also kindly include MCAand BCA	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
16	Section-II, clause-42.1,Table-7/58	4. Power Sector Expert-B.E./B. Tech-12 (Twelve) years of experience in power sector with minimum 5 (Five) years of experince in areas such as power market / power trading / open access / SLDC / IT implementations in power sector	Request to kindly amend the clause with total 8 years of experince and 5 years experience in areas such as power market / power trading / open access / SLDC / IT implementations in power sector	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.

Sl. No	Clause No./Page no	Tender Specification	Bidder's Query	SLDC reply
17	Section-II, clause-42.1,Table-7/58	5.IT Engineer-B.E. /B. Tech with certification in networking as per latest industrial standards-5 (Five) years of experience in Hardware and Networking and minimum 3 (Three) years in Power Sector. Previous experience in data center and control center commissioning mandatory.	kindly amend the clause with experience in It hardware with minimum 3 (Three) years in Power Sector	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
18	Section-II, clause-42.1,Table-7/58	6. Software Developer-B.E. / B. Tech/ MCA-5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector. 7.Software Architect-B.E. / B. Tech/ MCA-5 (Five) years of experience in IT sector and minimum 3 (Three) years in power sector. 8. DBA-B.E. /B. Tech/ MCA-5(Five) years experiece in IT Sector and minimum 3 (Three) years in Power Sector.	Request please add BCA also as Qualification.	Please refer the revised Part-I, Section-II Table 7 (Manpower Deployment) of the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24.
19	Section-II,clause -58.0/65	Table-8 :Delivery milestones (ii) Demonstration of developed software modules for FAT	Submission of design, over all architecture, prepared design documentation and software requirement specification including fields survey and IT infrastructure for implementation of complete software	As per the tender specification.
20	Section-VI, clause-2/211	(2) On-site support and maintenance: Supplier will post minimum two Full Time Equivalent (FTE) resident engineers to central site SLDC HQ throughout the warranty and AMC period in order to diagnose and set right any problem in system in minimum time.	full time means please specify	SLDC is functioning 24x7 in shift. Bidder shall deploy man power during office hours but in case of emmergency remote support 24x7 is necessary.
21	Section-II,clause-31.2/47	The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) - ( <b>Annexure-VII</b> ) within one Month prior to the date of Tender opening, as indicated in the following format should not be less than <b>Rs. 2 Crore</b>	For MSME companies, request you to waive off this clause.	As per the tender specification.
22	Section-II, clause-31.3/48	Net worth	we request you kindly exempted this clause for MSME companies	As per the tender specification.
23	Section-II, clause -31.4/48	BID CAPACITY QUALIFICATION:Bidder's Bid Capacity	Request to clarify the same.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
24	Section-II, clause -44.0(b)/60	Change request and control procedure(After Go-live): (b)Minor modification: Modification requiring the efforts up to 10 man-days shall be treated as minor modification requirement.	Request to change to 5 man-days shall be treated as minor modification.	As per the tender specification.
25	Section-II,clause-13/20	Price: ii. The price quoted by the bidder for comprehensive AMC shall not be less than 20% of Hardware + Software quoted price, failing which the bidder will be disqualified for the competitive bidding.	Please clarify	As per the tender specification.
26	Section-II, clause -2.0/28	Defination of Terms i. "The Bidder" means any eligible FARM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.	as normally software companies not envlove in data centre it is done by third party in cordination with bidder , so kindly remove this clause	As per the tender specification.
<b>TECHNICAL/HARDWARE/SOFTWARE</b>				

Sl. No	Clause No./Page no	Tender Specification	Bidder's Query	SLDC reply
27	Section-V, Technical specification , clause 1.1/105	Table-16: Standard database-Mserver/Oracle	Request you kindly include MS SQL	Latest Enterprise Edition with support is accepted without any additional financial implication
28	Section-V, Technical specification , clause 3.2/164	(xiv).Fetching of CGS/GRIDCO SEM data available in ERLDC website for calculation of transmission losses, DSM and for such other purposes. It should be able to fetch and modify all kinds of text files (Tertiary, Frequency, OPGC, DULUNGA etc.) from ERLDC website for accounting purpose as defined by SLDC	is API link will be provided	SLDC shall arrange for providing API link.



**NAME OF THE FIRM : AMNEX**

Sl. No	Clause No./Page no	Tender Specification	Bidders Query	SLDC reply
<b>COMMERCIAL</b>				
1	30.3 E-Reverse Auction procedure/43	30.3 E-Reverse Auction procedure shall be resorted to as follows:(2) e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.	<p>We strongly suggest to exclude this clause from the evaluation process, which pertains to the selection of a competent bidder who can provide high-quality products. As per our past work experience, we clearly understand that due to Reverse auction, quality of work is ultimately compromised.</p> <p>Furthermore, we would like to highlight major drawbacks of e-Reverse Auction (e-RA) process which shall be considered by OPTCL before proceeding further:</p> <p><b>Less informed choice:</b> A reverse auction only deals with lowering of prices. It does not give information on other costs involved in a contract. This may lead a OPTCL to choose a bidder who offers an apparently low price but who provides poor quality product, high cost of delivery or poor customer services. This can affect the OPTCL's business considerably at a later stage.</p> <p><b>Cost of monitoring:</b>As the bid does not provide a clear picture of the dealings with the bidder, the bid may lead the OPTCL to choosing a bidder with whom the cost of monitoring and managing the project becomes high.</p>	As per the tender specification.
2	32.0 Joint Venture / Consortium:/52	(02) No.of Partner(s) : Maximum number of Partners in a Joint Venture/Consortium is limited to TWO (02) only including the lead partner.	<p>Maximum number of Partners in a Joint Venture/Consortium is limited to <del>TWO</del> <b>THREE (03)</b> only including the lead partner.</p> <p>Justification: Allowing three consortium partners will</p>	As per the tender specification.
3	40.0 Sub-Contracting:/54	Sub-Contracting both software development and hardware supply is not allowed under this contract.	<p>As the particular project involves various activities which would required involvement of sub-contractor as listed below:</p> <ol style="list-style-type: none"> <li>1. Civil,</li> <li>Electrical and Mechanical works</li> <li>2. Onsite Support Manpower</li> <li>3. Installation &amp; Commissioning works</li> <li>4. Any other Non-IT related works</li> </ol> <p>We request the authority to please allow the SI/Bidder to</p>	As per the tender specification.

Sl. No	Clause No./Page no	Tender Specification	Bidders Query	SLDC reply
4	41.2 Technical/56	<p>i. The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC.</p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. Energy Accounting</li> <li>3. Deviation Settlement Mechanism/UI (AND)</li> </ol> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC.</p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage Management</li> </ol>	<p>We request the authority to please amend this clause as below:</p> <p>"i. The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC/<b><u>other utility bodies such as Water/Mobility/Transport etc.</u></b></p> <ol style="list-style-type: none"> <li>1. Web based Energy Scheduling</li> <li>2. <del>Energy</del> Accounting</li> <li>3. <del>Deviation Settlement Mechanism/UI</del> (AND)</li> </ol> <p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC/<b><u>other utility bodies such as Water/Mobility/Transport etc.</u></b></p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage/<b><u>Breakdown</u></b> Management" </li></ol>	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
5	4.0 Chapter 4: API integration of third-party application /Data Integration/194	<p>b) Software Provider will develop and implement necessary application interfaces (APIs) as well as documentation, for integration (export of data/information) from SAMAST software (under this tender) with the existing application systems, like SCADA. SLDC to ensure necessary APIs are available to Software Provider from other suppliers for integration (import of data/information) to SAMAST software (under this tender). For integration of SAMAST software with other SLDC, OPTCL owned software, required API will be provided by SLDC, OPTCL.</p> <p>c) These integration requirements would be required to be fulfilled by SAMAST provider in the event of any changes/ replacements of the existing application system like SCADA, SLDC website/ SLDC, OPTCL website etc. during the currency of current project as well as AMC period.</p>	<p>We understand that OPTCL will facilitate for necessary application interfaces &amp; APIs for the integration with existing application systems like SCADA. Kindly confirm</p>	API will be provided by SLDC

Sl. No	Clause No./Page no	Tender Specification	Bidders Query	SLDC reply
6	General	<ul style="list-style-type: none"> <li>- Total System Users (Web Application)</li> <li>- Concurrent System Users (Web Application)</li> <li>- Total System Users (Mobile Application)</li> <li>- Concurrent System Users (Mobile Application)</li> </ul>	We request the authority to please provide information to design best-in-class solution.	Approximate concurrent users may be considered as 200

**NAME OF THE FIRM: OPEN TEXT SOFTWARE SOLUTIONS**

Sl. No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
<b>TECHNICAL/HARDWARE</b>				
1	Table-9 ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/70	1.14 Server Management Console for centralize monitoring, NMS, Patch Management Etc. along with Network Management Software, Patch Management Software, End point Protection of Servers & Clients (As per Technical Specification for required nos of nodes at DC & DR)	For better understanding, please confirm if the requirement is for software(s) with following capabilities are required under this section of the RFP scope - Server & Network Mgmt. System; Servers, Networks, Clients patch Mgmt. system; End point Protection of Servers & Client?	As per the Tender specification
2	Table-9 ANNEXURE-III: SCHEDULE OF QUANTITY & DELIVERY/ 70	1.14 Server Management Console for centralize monitoring, NMS, Patch Management Etc. along with Network Management Software, Patch Management Software, End point Protection of Servers & Clients (As per Technical Specification for required nos of nodes at DC & DR)	For effective SLA measurement and operational ticketing requirements Helpdesk/SLA Mgmt. system is mandatory. Though RFP doesn't specify the requirement of Helpdesk/tickeing/SLA mgmt. software. Please confirm if ITIL v4 certified ITSM/Helpdesk software is required under the scope of this project?	As per the Tender specification
3	Section-v Technical specification, clause 2.16 System Management Software Products/ 139	i. Security Management to protect systems and network from unauthorized access, manage user access, authorizing rights and privileges.	The software security measurement can be done by the common security standards, it is certified by globally recognized analyst organization helps organizations integrate security controls in the software through their software development cycle, by defining security frameworks & vulnerability management processes. This certification protects customer assets from potential cyber breaches & security threats while complying with the Application security standards. It addresses all aspects from determining information security requirements, to protecting information accessed by an application as well as preventing unauthorized use and/or actions of an application. <b>Hence Request you to please revise the clause as follows:</b> <b>"Security Management to protect systems and network from unauthorized access, manage user access, authorizing rights and privileges and solution must be an industry standard solution from an OEM that is FIPS 140-2 (cryptographic-based security systems), ISO 27001 &amp; ISO 9001 certified and must also be ISO 27034 certified from one of the following certification agencies: Schellman/ KPMG/ PwC/ Ernst &amp; Young/ Deloitte. Documentary proof must be provided at the time of submission."</b>	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.
4	Section-v Technical specification, clause 2.16 System Management Software Products/ 139	ii. Inventory Management to collect information about computers in the system such as processors, memory, peripherals and processes running on computers.	In order to catch up the latest technology adoption and initiative of Gov of India to adopt Micro Service based applications, we suggest to highlight the requirement of Docker/Container based software which provides following benefits: Fast deployment, ease of creating new instances, and faster migrations, Ease of moving and maintaining your applications, Better security, less access needed to work with the code running inside containers, and fewer software dependencies. <b>Hence Request you to please revise the clause as follows:</b> <b>"Inventory Management solution should be open, distributed, and scalable, built on modern container technologies and open to third party integration to collect information about computers in the system such as processors, memory, peripherals and processes running on computers."</b>	As per the Tender specification

<b>NAME OF THE FIRM : DOT KREATE</b>				
<b>Sl. No</b>	<b>Clause No./Page no</b>	<b>Tender Specification</b>	<b>Bidder's Query</b>	<b>SLDC reply</b>
<b>COMMERCIAL</b>				
1	Clause no 41.1(iii) General/55	The Bidders (Lead bidder in case of JV/consortium) should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.	Request you to ensure that the CMMI level-III certificate appraisal document should be visible on the CMMI institute website for authentication. This is required to show the credibility of the Bidder since a lot of third party agencies provide the CMMI level certificate without the Audit.	Shall be verified during technical evaluation.

**NAME OF THE FIRM: CISCO**

Sl. No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
<b>TECHNICAL/ HARDWARE</b>				
1	Table 20 , pointt A / 117	Processor:64 Bit, Latest Generation, 1 x Intel Xeon, gold 5220 processor, 3 GHz or better, Min. 8 Cores	Intel 5220 processor is not latest generation processor ,Also Intel 5220 doesn't provide 8 core it provides 18 core , 2.2 Core processor . So latest generation Intel processor is Sapphire Rapids , please clarify exactly how much core and frequency per processor is needed.We suggest to go with Intel 6418H ( Intel I6418H 2.1GHz/185W 24C/60MB ) processor as according to Intel CPU advisor tool this is most efficient latest processor matching Intel 5220	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.
2	Table 20 , pointt B / 117	Number of Processor/Core:2* 8 Core/16T	please confirm this as per previous point	64 Bit, Latest generation Intel Xeon gold with 3 GHz or better with min 8 core and 2* 8 Core/16T.
3	Table 20 , pt 3 - Page 117	RAM:Installed RAM: Min. 128 GB DDR4, 2666Mhz or better	please revise it as below: "RAM:Installed RAM: Min. 128 GB DDR4/DDR5, 4000Mhz or better". Latest generation servers nowadays provides better performance with mentioned speed.so suggested to revise as mentioned	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.
4	Table 21 , pt 3 - Page 118	RAM: Installed RAM: Min. 128 GB DDR4, 2666Mhz or Better	please revise it as below: "RAM:Installed RAM: Min. 128 GB DDR4/DDR5, 4000Mhz or better". Latest generation servers nowadays provides better performance with mentioned speed.so suggested to revise as mentioned	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.
5	Table 22 , pt 3 - Page 119	Installed RAM for Web Server: Min.64 GB DDR4, 2666Mhz or better Installed RAM for Backup Server & DR Server : Min.32 GB DDR4, 2666Mhz or Better	please revise it as below: "Installed RAM for Web Server: Min.64 GB DDR4/DDR5, 4000Mhz or better" "Installed RAM for Backup Server & DR Server : Min.32 GB DDR4/DDR5, 4000Mhz or Better". Latest generation servers nowadays provides better performance with mentioned speed.so suggested to revise as mentioned	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.
6	Table 25 , pt 7 - Page 125	Offered SAN Switch shall support less than 900 nanosecond for port to port latency with no contention.	please remove this point OEM specific , please remove for wider OEM participation	As per the Tender specification
7	Table 26 , pt 2 - Page 127	Physical:Ports : At least 24 x 1G Base T ports. 4 x fixed SFP+ Ports	please clarify what is the speed/bandwidth required for 4 x fixed SFP+ Ports	Physical:Ports : At least 24 x 1G Base T ports. 4 x fixed SFP+ Ports. Speed: 10 Gbps

Sl. No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
8	Table 26 , pt 3 - Page 127	Stacking using dual 1GbE ports (copper or fiber)	please remove this clause. Datacenter switches do not require any Stacking , Data Center switches work in high availability with multi-chassis aggregation.Stacking is older method. So please remove this clause.	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.
9	Table 26 , pt 4 - Page 127	Uplink:Should have provision for at least 2 SFP/SFP+ uplink	please clarify what is the speed/bandwidth required for 2 SFP/SFP+ uplink.	Uplink: Should have provision for at least 2 SFP/SFP+ uplink, Speed:10 Gbps
10	Table 36 , pt 14 - Page 142	The backup & archival software should be offered for following license capacity; - 10 TB application & database backup license	please also specify capacity of Backup appliance	As per the Tender specification
11	for Database Server,Application Server,Communication (API) Server,Web Server,	Suggested additional points for server management	<ul style="list-style-type: none"> <li>* The management software should participate in server provisioning, device discovery, inventory, diagnostics, monitoring, fault detection, auditing, and statistics collection.</li> <li>* Server management system should provide an alert in case the system is not part of OEM Hardware Compatibility list &amp; should provide anti counterfeit.</li> <li>*The proposed management solution should provide proactive security &amp; software advisory alerts and should outline the fixes required to address the issues.</li> <li>*The proposed management solution should analyze current configurations &amp; identify potential issues due to driver &amp; firmware incompatibility</li> <li>*The proposed management solution should provide policy control to prevent drift of server configurations.</li> <li>* The proposed solution should have customizable dashboard to show overall faults / health / inventory for all managed infrastructure. With option to create unique dashboards for individual users. The user should have flexibility to select names for dashboards and widgets (ex:- health, utilization etc.) . Server management is important factor in any compute environment with capabilities as mentioned , So</li> </ul>	As per the Tender specification
12	Table 26 Layer -3 managed Switch,Point#3, Page 127	Stack : Stacking using dual 1GbE ports (copper or fiber)	Proposed switch should have dedicated stacking ports (excluding the uplink interfaces asked in the RFP) capable of supporting a stacking bandwidth of atleast 80 Gbps . Stacking over 1 Gbps interface would be very very low and hence we strongly recommend to asked for dedicated stacking interfaces withn at least 80Gbps of stacking bandwidth	Stack : Stacking using dual 10GbE ports (copper or fiber)Minimum 10Gbps

<b>Sl. No</b>	<b>Clause no/Page no</b>	<b>Tender Specification</b>	<b>Bidders Query</b>	<b>SLDC reply</b>
13	Table 27 Router specifications, Point#C, Page 128	Throughput: Minimum 2 Mbps or better	Throughput: Minimum 2 Gbps or better. 2 Mbps throughput on router is very very low and it used to be on old routers which used to support 2 Mbps serial circuits. However, now-a-days all the links are provided on ethernet and hence the minimum available interfaces on any routers are at least 1 Gbps. Thus, we strongly recommend to have a router with an overall throughput of atleast 2 Gbps	Throughput: Minimum 2 Mpps or better
14	Table 28, Firewall	UTM aligned specification	We request you to kindly consider the specs mentioned in the Annexure 1 of the query sheet for a detailed NGFW specifications. The current specs are on a very lower side and is predominantly aligned towards a UTM device which may not be relevant and secured for a SLDC kind of an environment. Hence, we strongly recommend to position a NGFW instead. Specs attached in the Annexure 1	Standard specification has been provided. However, latest specification if available will be preferred without any additional financial implication.



**NAME OF THE FIRM : LARSEN & TURBO**

Sl.No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
<b>COMMERCIAL</b>				
1	<b>Section-II,32.0 Joint Venture / Consortium</b>	Lead bidder must be Software Developer and other member must be for hardware components only.	Consortium members shall together meet the qualification requirements and shall submit MAF from respective OEM	As per the Tender specification
2	<b>Section-II, 35.0 Cyber Security (VAPT) Test</b>	The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted once in every year by audit agency to ensure its stability and reliability till end of AMC period. The required cost will be borne by SLDC, OPTCL. Bidder will include the cost of such tests in their offer	Please confirm whether charges VAPT test shall be borne by SLDC or bidder as there are contradictory statement in this clause.	Section-II, Clause 35.0 is revised herewith and shall be read as: The bidder shall clear all vulnerabilities detected in the VAPT conducted by a CERT-IN empaneled audit agency before commissioning of the project as per CEA guidelines. VAPT test shall be conducted twice a year by audit agency to ensure its stability and reliability till end of AMC period. Bidder will include the cost of such tests in their offer.
3	<b>Section-II, 40.0 Sub -Contracting</b>	Sub-Contracting both software development and hardware supply is not allowed under this contract.	Consortium members shall together meet the qualification requirements and shall submit MAF from respective OEM	As per the Tender specification
4	<b>Section-II, 41.1 General</b>	1) The Bidder” means any eligible FARM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.	<u>We propose to modify the clause as below:</u> 1) The Bidder” means any eligible FARM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation in power sector <b>and must have relevant experience in Data Centre Hardware and software installation</b> as on the date of bid opening and will have their registered offices in India.  <b>Bidder shall give declaration or self-certification for the qualification.</b>	As per the Tender specification
		2a) The Bidder (Lead bidder in case of JV) will have successfully implemented minimum two (2) Software development & implementation project in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 50 lakhs (with GST) in India in the last five (5) years ending the date of submission of bid.	<u>We propose to modify the clause as below:</u> <b>Consortium members shall together meet the qualification requirements and shall submit documentary evidence for successful implementation of</b> minimum two (2) Software development & implementation project in RLDC / NLDC / Grid India / RPC / STU / SLDC/ <b>Renewable State agency/ Utilities</b> with minimum cumulative project cost INR 50 lakhs (with GST) in India in the last five (5) years ending the date of submission of bid.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24

Sl.No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
		2b) The Bidder (or any member in case of JV) will have completed minimum two (2) IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	We propose to modify the clause as below: <b>Consortium members shall together meet the qualification requirements and shall submit documentary evidence for successful completion of</b> minimum two (2) IT infrastructure in RLDC / NLDC / Grid India / RPC / STU / SLDC/ <b>Renewable State agency/ utilities</b> with minimum cumulative project cost INR 100 lakhs (with GST) in India in the last five (5) years as on date of submission of bid.	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24
		3) The Bidders (Lead bidder in case of JV/consortium) should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.	We propose to modify the clause as below: <b>Consortium members shall together meet the qualification requirements for</b> CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.	As per the Tender specification
		4) Bidders (Lead bidder in case of JV/consortium) shall have a valid ISO 9001:2000 or above and ISO 27001. Other JV partner shall have a valid ISO 9001:2000 or above.	We propose to modify the clause as below: <b>One of the Bid members</b> shall have a valid ISO 9001:2000 or above and ISO 27001. Other JV partner shall have a valid ISO 9001:2000 or above.	As per the Tender specification
		5) Bidders (Lead Bidder in case of JV/consortium) must provide third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	We propose to modify the clause as below: <b>Consortium members shall together meet the qualification requirements and</b> must provide third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC/SSL/CERT certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	As per the Tender specification
5	<b>Section-II, 41.2 Technical</b>	1) The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC. 1. Web based Energy Scheduling 2. Energy Accounting 3. Deviation Settlement Mechanism/UI (AND)	We propose to modify the clause as below: <b>Consortium members shall together meet the qualification requirements and shall submit documentary evidence for successful implementation of</b> at least One Project (or) two ongoing project in hand (or) having AMC for two projects since last two years, similar in nature with all the following software module in any RLDC / NLDC / Grid India / RPC / STU / SLDC / <b>Renewable State agency/ Utilities.</b> 1. Web based Energy Scheduling 2. Energy Accounting 3. Deviation Settlement Mechanism/UI (AND)	Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24

Sl.No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
		<p>The bidder (Lead bidder in case of JV) should have experience of completing at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC.</p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage Management</li> </ol>	<p><u>We propose to modify the clause as below:</u>  <b>Consortium members shall together meet the qualification requirements and shall submit documentary evidence for successful implementation of</b> at least One Project (or) One ongoing project (or) one projects under AMC contract since last two years, similar in nature for any one of the following software modules in any RLDC / NLDC / Grid India / RPC / STU / SLDC / <b>Renewable State agency/ Utilities.</b></p> <ol style="list-style-type: none"> <li>1. Open Access</li> <li>2. Outage Management</li> </ol>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24</p>
		<p>2) Copy of Work Order, Purchase Order, Contract Agreement and Go- live / Completion Certificate from the client.</p>	<p><u>We propose to modify the clause as below:</u>  <b>Consortium members shall together meet the qualification requirement and shall submit documentary evidence such as</b> Copy of Work Order/Purchase Order/Contract Agreement and Go- live / Completion Certificate from the client.</p>	<p>As per the Tender specification</p>
6	<b>Section -II, 41.3 Financial</b>	<p>1) The firm should have sufficient financial capacity for the execution of the project within OPTCL's desired project implementation schedule. The minimum average annual turnover (MAAT) of the last three years (FY19-20, FY 20-21, FY21-22) for the Bidder will be INR 20.5 Crores out of which <b>IT Infrastructure / software development Projects</b>, in last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 4 crores for the single bidder or sum of both the partners in case of JV. In case of JV, the average annual turnover of lead bidder will be minimum INR 12 crores, the total of the average annual turnover of JV Member (other than Lead bidder) for the last three years (FY19-20, FY 20-21, FY21-22) will be minimum INR 8.5 crores.</p>	<p>Consortium members shall together meet the qualification requirements and shall submit the annual turnover certificate</p>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24</p>

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		<p>2) The Bidder will furnish scanned attested copies of the turnover along with audited profit and loss account and balance sheet for the last three financial years on year wise basis. Financial statements audited by a practicing Chartered Accountant will only be accepted. CA certificate stating the overall turnover details and turnover from IT/IT infrastructure projects for the last three years (FY19-20, FY 20-21, FY21-22) with name, seal and registration number of CA. In addition to the financial statements, Turnover/Net worth Certificate duly certified by the practicing Chartered Accountant to be furnished. Since Unique Documents Identification Number (UDIN) is mandatory for issuing certificate by practicing Chartered Accountants, the UDIN will be clearly specified in the above certificate. An undertaking in the prescribed form will be submitted by the bidder. Stringent action including the black listing of the firm from participating tenders of OPTCL may be taken for furnishing forged documents.</p> <p>3) Financial statements of the bidders in the case of limited Companies will be verified. 4) The Bidder will have positive net worth as on 31/03/2022</p> <p>5) The bidder must have INR 2 crore liquid asset in hand.</p> <p>6) Bid capacity must be equal to or more than 20.5 Crores.</p>	<p>Consortium members shall together meet the qualification requirements and shall submit the annual turnover certificate.</p> <p>We propose to include software development projects also for the financial statements in addition to IT/ IT infrastructure projects.</p>	<p>Please refer to the CORRIGENDUM – I to TENDER NOTICE NO. SLDC-01/2023-24</p>
7	<b>Section-II, 56.0 Limitation of Liabilities</b>	<p>The final payment by SLDC, OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released.</p> <p>Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to SLDC, OPTCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value</p>	<p><u>We propose to modify the clause as below:</u></p> <p>Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to SLDC, OPTCL, whether in contract, tort or otherwise, will be limited to <b>10%</b> of the contract value</p>	<p>As per the tender specification</p>
8	<b>Section-II, 21.0 Payment terms and conditions</b>	<p><b>Hardware payment</b></p> <p>Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR and approval of Engineer In charge.</p> <p>Payment : 70%</p>	<p>We propose to modify the hardware payment terms as below:</p> <p>Supply, Installation and commissioning of IT hardware and associated Items after successful FAT at Data Center and DR and approval of Engineer In charge.</p> <p><b>Payment : 70%</b></p>	<p>As per the Tender specification</p> <p>As per the Tender specification</p>

Sl.No	Clause no/Page no	Tender Specification	Bidders Query	SLDC reply
			Site Acceptance Test UAT approval of Engineer In charge. <b>Payment: 20%</b>	As per the Tender specification
		Go-Live Payment : 30%	Go-Live <b>Payment : 10%</b>	As per the Tender specification
		<b>Software Payment</b>	We propose to modify the Software payment terms as below:	As per the Tender specification
		Submission of functional design, over all architecture, prepared design documentation and software requirement specification including fields survey and IT infrastructure for implementation of complete software solution and approval of Engineer in Charge of SLDC. Payment : 10%	Submission of functional design, over all architecture, prepared design documentation and software requirement specification including fields survey and IT infrastructure for implementation of complete software solution and approval of Engineer in Charge of SLDC. <b>Payment : 10%</b>	As per the Tender specification
		Demonstration of developed SAMAST software modules for Unit Testing and (System Integration Testing) SIT and approval of Engineer In charge. Payment : 30%	Demonstration of developed SAMAST software modules for Unit Testing and (System Integration Testing) SIT and approval of Engineer In charge. <b>Payment : 60%</b>	As per the Tender specification
		Site Acceptance Test UAT approval of Engineer In charge. Payment : 30%	Site Acceptance Test UAT approval of Engineer In charge. <b>Payment : 20%</b>	As per the Tender specification
		Go-Live Payment : 30%	Go-Live <b>Payment : 10%</b>	As per the Tender specification