



**ODISHA ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**Janpath, Bhubaneswar-751022, ODISHA.**

**CORRIGENDUM-IV TO NOTICE INVITING TENDER-NIT NO. 41 /2012-13**

**NAME OF PROJECT:** "DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING & COMMISSIONING PERTAINING TO IMPLEMENTATION OF ADVANCE METERING INFRASTRUCTURE SYATEM ON TURNKEY BASIS INCLUDING POST WARRANTY MAINTENANCE SHALL BE FOR 04 YEARS AMC".

**PACKAGE NO.:** PACKAGE-AMI-42 / 2012-13 & (BID SPECIFICATION No. SR. G.M-CPC-TENDER-PACKAGE- AMI-42 /2012-13).

<b>SI No.</b>	<b>DESCRIPTION</b>	<b>REPLY</b>
<b>1</b>	Pre bid Queries raised during Pre bid conference held on dated 22.03.2013	Details pre bid queries is enclosed : <b>Annexure-I</b> (Contains 21 pages)
<b>2</b>	Additional Quantity (for Local Station P.C) in addition to the requirement indicated in the Tender document. Supply: Schedule: 2A. F&I: Schedule:2B	Two separate Price Schedule Sheets attached for Supply & F&I for additional quantity required. <b>(Annexure-II)</b> . <b>(a) Supply: Schd: 2A: Item No. A:1.7</b> <b>(b) F&amp;I: Schd: 2B: Item No. A:1.7</b> <b>Remarks:</b> (a) Bidders are requested to quote accordingly. (b) These sheets shall be in addition to the BPS (Price schedule bidding proposal sheet) already there in the tender document. (c) The erection charges of the said materials shall be quoted in Schedule-2C, which is already there in the tender document.
<b>3</b>	JV criteria	The condition/criteria for JV may be referred to the clauses as indicated in the tender document. Earlier, it was proposed for single, but later on it is decided for Joint Venture (only two partner, one is lead & the second is other). In the tender document, where it is indicated not applicable for JV criteria/condition <b>may be read as applicable.</b> Both partners should meet the qualifying requirement jointly as laid down in the tender document. The lead partner for all purpose shall be the system integrator.

**All Other terms & conditions shall remain unchanged.**

SENIOR GENERAL MANAGER (CPC)

**ODISHA POWER TRANSMISSION CORPORATION LIMITED- ANNEXURE-I**  
**BID DOCUMENT No.: Sr. G.M-CPC- Tender-AMI(ADVANCE METERING INFRASTRUCTURE)-42 / 2012-13**  
**NOTICE INVITING TENDER-NIT NO. 41 /2012-13**

**PRE BID CONFERENCE HELD ON DATED 22.03.2013**

Sr No	Reference of document	Query by	Query by Bidders/Portion of Bid	Recommendation / Suggestions from Bidders	Committee recommendation
1	5.1 <u>TECHNICAL CRITERIA</u> : (WORK EXPERIENCE OF BIDDERS): (QR1): Vol-I	M/S WIPRO	<p>i) Bidders should be MDAS/AMR/AMI implementing agency who must have successfully implemented AMR/MDAS project for substation / Feeder metering using GSM/GPRS/EDGE/ or any other communication channel during the preceding five financial years reckoned from the date of opening of bid documents, of value not less than that specified below:</p> <p>a) Bidder should have successfully implemented at least one project of integration of 50 or more Special Energy Meters (L&amp;T / SECURE make, used for global accounting) by acquisition of data automatically for the purpose of Automatic Meter Reading (AMR). (Integration means: Data acquisition from Special Energy Meter and is being transmitted to Server at programmed interval and its being stored in desired format)</p> <p>OR</p> <p>b) Bidder should have implemented AMR (Automatic Meter Reading) of 200 or more Energy Meters (L&amp;T / SECURE make) installed in any Transmission / Distribution Utility.</p>	<p>i) Bidders should be MDAS/AMR/AMI implementing agency or SI (System Integrator) who must have successfully implemented AMR/MDAS/AMI project for remote capturing of data from <b>multiple meter makes as part of single project</b> using GSM/GPRS/EDGE/ or any other communication channel during the preceding five financial years reckoned from the date of opening of bid documents, of value not less than that specified below:</p> <p>a) Bidder should have successfully implemented at least one project of integration of 50 or more Special Energy Meters of acquisition of data automatically for the purpose of Automatic Meter Reading (AMR). (Integration means: Data acquisition from Special Energy Meter and is being transmitted to Server at programmed interval and its being stored in desired format)</p> <p>OR</p> <p>b) Bidder should have implemented AMR (Automatic Meter Reading) of 200 or more Energy Meters ( multiple meter makes as part of single project) installed in any Transmission / Distribution Utility.</p>	<p>i) Bidders should be MDAS/AMR/AMI implementing agency who must have successfully implemented AMR/MDAS project for substation / Feeder metering using GSM/GPRS/EDGE/ or any other communication channel during the preceding five financial years reckoned from the date of opening of bid documents, of value not less than that specified below:</p> <p>a) Bidder should have successfully implemented at least one project of integration of 50 or more Special Energy Meters (used for global accounting) by acquisition of data automatically for the purpose of Automatic Meter Reading (AMR). (Integration means: Data acquisition from Special Energy Meter and is being transmitted to Server at programmed interval and its being stored in desired format)</p> <p>OR</p> <p>b) Bidder should have implemented AMR (Automatic Meter Reading) of 200 or more Energy Meters installed in any Transmission / Distribution Utility.</p>
2	Cl No. 5.1: (B) BUSINESS CONTINUITY:(QR3): Vol-I	M/S WIPRO	<p>(i) Bidder should be in the business of Meter Data Acquisition (development and customization of software, and/or commissioning of AMR/Data Logging System / Meter Reading Instrument (MRI)) for last three years. Necessary Purchase Order / LOA/ Certification from client etc. should be submitted as a proof.</p>	<p>(i) Bidder should be in the business of Meter Data Acquisition or System Integration (development and customization of software, and/or remote capturing of meter data from AMR/Data Logging System / Meter Reading Instrument (MRI)) for last <b>five years</b>. Necessary Purchase Order / LOA/ Certification from client etc. should be submitted as a proof.</p>	For atleast three years out of last five years.
3	Pg. 14 of document titled 'Vol_I_Package_AMI_42.pdf'	M/S WIPRO	<p><b>Based on the bidders profile, their previous experience and the submitted Technical Solution they shall be accorded marks based on the following parameters.</b></p> <p><b>No. 4</b></p> <p><b>Proposed MDAS Software installation base in India</b></p>	Proposed MDAS Software Installation base in India Or Experience in remote capturing of meter data from multiple meter makes as part of single project.	As per OPTCL terms and condition.
4	Pg. 14 of document titled 'Vol_I_Package_AMI_42.pdf'	M/S WIPRO	<p><b>Based on the bidders profile, their previous experience and the submitted Technical Solution they shall be accorded marks based on the following parameters.</b></p> <p><b>No. 7.</b> Transmission AMR Experience</p>	Transmission/Distribution AMR Experience	Transmission/Distribution AMR Experience
5	Cl No. 5.2.: Vol-I	M/S WIPRO	<p><b>JOINT VENTURE OR CONSORTIUM'S: (NOT APPLICABLE FOR AMI PACKAGE)</b></p>	Request to allow consortium participation & also indicate who will be the lead or other partner	Joint venture consortium accepted. System Integrator(SI) shall be the lead partner & will be fully responsible for end to end integration of AMI system in terms of hardware & software and deliver complete user requirements for AMI project.
6		M/S WIPRO		Will OPTCL provide API for Secure and L&T Meter or any other manufacture's meter installed OPTCL area?	Yes, OPTCL will provide.

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7	Cl No. 8.9 : SCC-Vol-IA Penalty Clause III A	M/S WIPRO	<p><b>TERMS OF PAYMENT FOR AMC:(For AMC Contract of AMI System ):</b> (A) In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications.</p> <p>(B) In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>30%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.</p>	<p>In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the Break down of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications.</p> <p>This clause is not clear, need calcification of meaning of breakdown, how much downtime will consider breakdown, and if more than one number of substations down simultaneously the how penalty will calculate?</p>	<p>(A):Breakdown:Central Station Facility &amp; Local Station Facility:                      (A-i) In case of breakdown in central station facility &amp; not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.5% of contract value per day (24 hrs or part thereof) of delay subject to the limit of the 50% of the contract value(Annual) will be imposed. (A-ii): In case of breakdown in Local station facility &amp; not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.01% of contract value per day (24 hrs &amp; part thereof) of delay subject to the limit of the 50% of the contract value(Annual)( for failure of all local station put together) will be imposed.Imp: The recovery of the penalty will be as per actual from each quarter AMC bill. If the above two breakdown (Central &amp; Local station facility) penalty put together exceeds 50% in a calender year, OPTCL reserve the rights to terminate the contract &amp; encash the BG(Bank Gurantee) with). confirms his instructions, the</p>
					<p>(B) Preventive Maintenance: As regards to preventive maintenance(P.M) &amp; quaterly payment of AMC charges, if the contractor fails to carryout the Preventive Maintenance as per the tender condition, not only they will be fully loosing the payment but also in addition to that a penalty of 10% of quaterly charges will be imposed. This penalty amount will be recovered from the next quarter AMC bill. If such default is repeated for two consecutive times/maximum four times in a staggered manner OPTCL will have right to terminate the AMC contract &amp; encash the Bank Gurantee without assigning any reason there of.</p>
8		M/S WIPRO		Is there either RS232 or RS485 port available for all meters? As connectivity with optical port is always vulnerable for stable communication?	It is a mixture of RS232 , RS485 and optical port.
9	Cl No. 4.2:Vol_II_Technical_Specification	M/S WIPRO	<p>Central Data Collection System:-                      A central data collection system (CDCS) shall be provided at OPTCL, HQR,Bhubaneswar, for collection and processing of data received from DCU's installed at remote locations. CDCS shall perform following functions:-                      Communication with DCU's                      Collection of energy data from DCU's                      Collection of status data form DCU's                      Remote Configuration of DCU's                      Processing of energy data                      Storing of data                      Providing data to existing OPTCL E-Shakti application in standard format                      Reporting functions                      Monitoring and Alarming.                      Audit trail and logging                      Meter management</p>	Asked for Processing of Energy Data. Please elaborate, is it conversion, validation, estimation or something else?	The project envisages to fulfill broad user requirement, viz, Energy accounting, Energy data base and energy auditing in power transmission utility using AMI. The system integrator is expected to do all that is necessary as a part processing energy data recorded in energy meters.
10	Cl No. 4.2.8 Vol_II_Technical_Specification	M/S WIPRO	<p>Reporting:-                      CDCS should have data reporting capability implemented through a separate dedicated module. Reporting module should be able to give report output on screen, in .PDF or in XLS form. Reports may be based on pre configured criteria or based on adhoc query.</p>	How many tentative reports desirable and if possible provide format of reports.	Approximately 50 reports will be necessary. The format will be finalised in consultation with the contractor.

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11	CI No. 4.2.9 Vol_II_Technical_Specification	M/S WIPRO	Monitoring and Alarming:- CDCS at centrally located shall provide DCU monitoring and self-monitoring functions to monitor the operating conditions and the performance of the system. Any detected problems shall be reported through local display, built-in event logging and to remote console or printer. Severe problems, such as loss of communication, shall generate alarms locally and e-mail notifications to configured e-mail address. User shall be able to enable and disable alarms individually. CDCS shall generate an alarm whenever "data not received" occurs for one or more times for one or more DCU/EM/SEM data. The alarm shall indicate which DCU/EM/SEM has the problem. CDCS shall generate an alarm when "data not received in time" occurred to a DCU/EM/SEM data for more than a preset number of times during a specified period. The number of times that "data not received in time" occurs shall be configurable from 1 to 1,000 with a step of 1.	Asked to provide e-mail notification. Understand that OPTCL already had email exchange server and will give accessibility to push email notification through their email server?	Yes, it will have email server configuration.
12	CI No. 8: SCC-Vol-IA	M/S WIPRO	<b>Terms of payment:(II) SUPPLY PART:-</b> <b>(i)</b> Fifty percent (50%) of the Ex-works price component shall be paid on successful completion of supply and receipt of the materials/items at site. <b>(ii)</b> Ten Percent (10%) payment after verification of material at site by the consignee. <b>(iii)</b> Thirty Percent (30%) payment shall be made after installation of material at site and certification by engineer in-charge. <b>(iv)</b> The balance ten percent (10%) of the Ex-works price component shall be paid after successful commissioning of the complete Advance Metering Infrastructure System and handing over to Odisha Power Transmission Corporation Ltd.	100% of product price shall be paid within 15 days of supply & receipt of the materials/items at site.	Terms of payment for Supply portion: (i) Seventy Five(75%) of the Ex-works price component shall be paid on successful completion of supply & receipt of the materials/items at site along with verification by the consignee & on submission of documents indicated herein. (a) Evidence of despatch & receipt (R/R of receipted L/R).(b) Contractor's detailed invoice and packing list identifying contents of each shipment. (c) Insurance policy / certificate. (d) Manufacturers / Contractor's guarantee certificate of quality. (e) Materials dispatch certificate (MDCC) for dispatch issued by owner. (f) Test certificate. (II) Fifteen (15%) payment shall be made after installation of materials at site and certification by the engineer in charge. (iii) The balance ten percent(10%) of the Ex works price component shall be paid after successful commissioning of the complete substation / line and handing over to OPTCL.
13	CI No. 8.9: SCC-Vol-IA	M/S WIPRO	SERVICE PRICE (AMC):Payment will be made equally at the end of every six months. (I) The payment of 1st installments of each year are to be paid to contractor at the end of 6 (six) months. The AMI system need to be Checked Properly under Preventive Maintenance (PM) to ascertain the performance to the satisfaction of OPTCL in every six months. (II) the payment of 2 <sup>nd</sup> installments of each year are to be paid to contractor at the end of 12(Twelve) months, during which the inspection of the AMI System to keep the schemes in a healthy and functional condition, shall be carried out by the Bidder	Payment will be made equally at the beginning of every three months. The payment for other years of AMC shall be as indicated above.	Quarterly post payment shall be made.

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14	Clause No. 8.9-SCC-Vol-IA	M/S WIPRO	<b>(III) PENALTY for AMC contract:(A)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications. <b>(B)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>30%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.	<b>(III) PENALTY for AMC contract:(A)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to <b>a maximum of 5% of the total contract value</b> will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications. <b>(B)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>0.5% per week subject to maximum of 5%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.	(A):Breakdown:Central Station Facility & Local Station Facility: (A-i) In case of breakdown in central station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.5% of contract value per day (24 hrs or part thereof) of delay subject to the limit of the 50% of the contract value(Annual) will be imposed. (A-ii): In case of breakdown in Local station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.01% of contract value per day (24 hrs & part thereof) of delay subject to the limit of the 50% of the contract value(Annual) for failure of all local station put together) will be imposed.Imp: The recovery of the penalty will be as per actual from each quarter AMC bill. If the above two breakdown (Central & Local station facility) penalty put together exceeds 50% in a calender year, OPTCL reserve the rights to terminate the contract & encash the BG(Bank Guarantee) with). confirms his instructions, the  (B) Preventive Maintenance: As regards to preventive maintenance(P.M) & quaterly payment of AMC charges, if the contractor fails to carryout the Preventive Maintenance as per the tender condition, not only they will be fully loosing the payment but also in addition to that a penalty of 10% of quaterly charges will be imposed. This penalty amount will be recovered from the next quarter AMC bill. If such default is repeated for two consecutive times/maximum four times in a staggered manner OPTCL will have right to terminate the AMC contract & encash the Bank Guarantee without assigning any reason there of.
15	Clause No. 9-SCC-Vol-IA	M/S WIPRO	<b>QUANTITY VARIATION:-</b> The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor(s) shall be responsible for supply and execution of such final quantities of completion of the entire work under his scope and they shall be paid for such finalized quantities at the unit rate indicated in the Letter of Award / NOA after approval by the competent authority.	Request to make this clause more defined. Request to define total variation in quantity	25% is indicative figure of variation in quantity during contract period.
16	Clause No. 14-SCC-Vol-IA	M/S WIPRO	<b>INDEMNITY BOND:</b> 14.1 For the materials/equipment to be provided by the Contractor and or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure -VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This indemnity bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over the system to owner.	Request deletion of this clause	Clause stands as per tender specification.

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17	Clause No. 14-SCC-Vol-IA	M/S WIPRO	<b>STORAGE-CUM-ERECTION INSURANCE:</b> In addition to conditions specified in Clause No. 37.0 Section-GCC, Vol-I following shall also apply: All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor at his cost from time of dispatch from the Contractor's works / Sub-Vender's works, upto the completion of erection, testing & commissioning at site and taking over of the <b>Advance Metering Infrastructure system</b> by the owner in accordance with the Contract.	All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor <b>with OPTCL as beneficiary</b> at his cost from time of dispatch from the Contractor's works / Sub-Vender's works, upto the completion of erection, testing & commissioning at site and taking over of the <b>Advance Metering Infrastructure system</b> by the owner in accordance with the Contract.	Not agreed to & as per tender condition.
18	Clause No. 25-SCC-Vol-IA	M/S WIPRO	<b>INELEGIBILITY FOR FUTURE TENDERS:</b> "Notwithstanding the provisions specified in INB Clause 39.0, if a bidder after having been issued the Notification of Award / Letter of Award, either does not sign the Contract Agreement pursuant to INB Clause 40.0 or does not submit acceptable Contract Performance Guarantee pursuant to INB Clause 41.0, SCC Clause 11.0 and GCC Clause 32.0, such bidder may be considered ineligible for participating in future tender of Odisha Power Transmission Corporation Ltd. for a period as may be decided by the owner.	Request Deletion of this clause.	Not agreed to & as per tender condition.
19	Clause No. 19-GCC-Vol-IA	M/S WIPRO	<b>DEFENCE OF SUITS:</b> If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.	If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer, for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.	Not agreed to & as per tender condition.
20	Clause No. 20-GCC-Vol-IA	M/S WIPRO	<b>LIMITATION OF LIABILITIES</b> The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. (i) The total liability of the bidder under the terms of the Agreement shall not exceed the total Contract Value from OPTCL	Add: Notwithstanding anything to the contrary elsewhere contained in this agreement, neither party shall, in any event, regardless of the form of claim, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advantages: or, (2) damages relating to any claim that accrued more than two (2) years before the institution of adversarial proceeding thereon.	Not agreed to & as per tender condition.

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21	Clause No. 22.1-GCC-Vol-IA	M/S WIPRO	<b>POWER TO VARY OR OMIT WORK:</b> 22.1 No alterations, amendments, omissions, suspensions or variations of the works (hereafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such	Either party may request a change order(Change Order) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule free or any other aspect of the cope of work. Wipro will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule and free. Absent a Change Order signed by the parties, Wipro shall not be bound to perform any additional or out of scope services beyond what is state in the scope of work. The Parties agree to negotiate all Change Order requests expeditiously and in good faith. The Parties further agree that:(a) Wipro may at its discretion undertake and accomplish tasks of a de minimis nature necessary to perform its obligations under any SOW at no additional cost and without requiring the execution of a Change Order and (b) Wipro shall be compensated with or without a Change Order for unplanned idle time and project delays (to the extent such delays are not caused by Wipro).	Not agreed to & as per tender condition. However the variation limiting to 25%.
22	Clause No. 37.3-GCC-Vol-IA	M/S WIPRO	<b>TRANSFER OF TITLE:</b> This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.	Request Deletion of this clause.	Not agreed to & as per tender condition.
23	Clause No. 38.1-GCC-Vol-IA	M/S WIPRO	<b>INSURANCE.:</b> The Contractor at his cost shall arrange, ..... and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.	38.1 The Contractor at his cost shall arrange, ..... and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Employer. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.	Not agreed to & as per tender condition.
24	Clause No. 44.1-GCC-Vol-IA	M/S WIPRO	<b>CONTRACTOR'S DEFAULT:</b> If the Contractor ..... Employer 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 ..... the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess.	If the Contractor ..... Employer 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 ..... the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess <b>subject to a maximum of 105% price quoted by contractor for the undelivered product/service not performed.</b>	Not agreed to & as per tender condition.
25	Clause No. 45.2 -GCC-Vol-IA	M/S WIPRO	<b>TERMINATION OF CONTRACT ON EMPLOYER'S INITIATIVE:</b> 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.	In the event of termination of the contract the contractor shall be paid for the :1. Goods delivered 2. Service rendered 3. Work in progress 4. Unpaid AMCs 5. The third party orders in pipeline which cannot be cancelled despite bidders best effort. 6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	Not agreed to & as per tender condition.
26	Cl No. 5.2-Vol_I_INV	M/S WIPRO	5.2. JOINT VENTURE OR CONSORTIUM'S: (NOT APPLICABLE FOR AMI PACKAGE)	Request to allow Consortium participation, and also indicate who will be Lead or other bidder. (clause 5.2 JOINT VENTURE OR CONSORTIUM'S: (NOT APPLICABLE FOR AMI PACKAGE mentioned in page	Joint venture consortium accepted. System Intigrator(SI) shall be the lead partner & will be fully responsible for end to end integration of AMI system in terms of hardware & software and deliver complete user requirements for AMI project.

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27	Vol_II_Technical_Specification_for_AMI_OPTCL_42.pdf	M/S WIPRO	Page 12 of 29 The system shall generate e-mail notification.	Understand that OPTCL already had email exchange server and will give accessibility to push email notification through their email server? Kindly confirm	Yes, it will have email server configuration.
28	OPTCL	M/S WIPRO	The AMI Application is suppose to be compatible with all makes of Meter manufacturers.	The AMI Application is suppose to be compatible with all makes of Meter manufacturers.	The AMI Application is suppose to be compatible with all makes of Meter manufacturers. OPTCL reserves the rights to verify the same.
29	No Specific Clause	M/S TCS	Mode of Selection (awarding the bid)	For better delivery and maintenance of the application solution QCBS evaluation with 70% weight on technical solution and 30% on the financial may be incorporated. This is more relevant because of the large integration requirement of the solution, any dilution/ambiguity in the integration may affect the business process, A better qualitative bid will ensure this, by providing a robust solution which can meet the state specific functions as well as seamless integration envisaged.	As per tender condition (L-1 basis).
30	Clause No. 8.9-SCC-Vol-IA	M/S TCS	(iii) <b>PENALTY for AMC contract:</b> (A) In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications. (B) In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>30%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.	1)This clause is not clear, need calcification of meaning of breakdown, how much downtime will consider breakdown, and if more than one number of substations down simultaneously the how penalty will calculate? 2) Request modifications as under: - (1) The Penalties mentioned in this clause (liquidated damages) to be payable only if the delay is solely attributable to the Contractor and not attributable directly or indirectly to any Force Majeure Event. (2) The Liquidated Damages rate mentioned in the tender document is excessive. Request LD to be computed @0.5% of the total value of the uncompleted/undelivered portion of the work per week, subject to a maximum of 5 % of the total fees payable for the uncompleted/undelivered portion of the work.	(A):Breakdown:Central Station Facility & Local Station Facility: (A-i) In case of breakdown in central station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.5% of contract value per day (24 hrs or part thereof) of delay subject to the limit of the 50% of the contract value(Annual) will be imposed. (A-ii): In case of breakdown in Local station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.01% of contract value per day (24 hrs & part thereof) of delay subject to the limit of the 50% of the contract value(Annual)( for failure of all local station put together) will be imposed.Imp: The recovery of the penalty will be as per actual from each quarter AMC bill. If the above two breakdown (Central & Local station facility) penalty put together exceeds 50% in a calender year, OPTCL reserve the rights to terminate the contract & encash the BG(Bank Gurantee) with), confirms his instructions, the
					(B) Preventive Maintenance: As regards to preventive maintenance(P.M) & quaterly payment of AMC charges, if the contractor fails to carryout the Preventive Maintenance as per the tender condition, not only they will be fully loosing the payment but also in addition to that a penalty of 10% of quaterly charges will be imposed. This penalty amount will be recovered from the next quarter AMC bill. If such default is repeated for two consecutive times/maximum four times in a staggered manner OPTCL will have right to terminate the AMC contract & encash the Bank Gurantee without assigning any reason there of.



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31	Clause No. 14-SCC-Vol-IA	M/S TCS	<b>INDEMNITY BOND</b> 14.1 For the materials/equipment to be provided by the Contractor and or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure –VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This indemnity bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over the system to owner.	Request Deletion of this clause requiring the signing of an indemnity bond as the indemnity being provided by the Contractor herein is limited to Third Party Intellectual Property Rights Infringement Indemnity only.	Clause stands as per tender specification.
32	VOL_IA_PKG_AMI_42.pdf	M/S TCS	Any hardware and software related payment	Kindly consider to release the payment within 30 days of delivery and instalment of the same.	Not agreed to & as per tender condition.
33	VOL_IA_PKG_AMI_42.pdf	M/S TCS	Customs Duty / Other taxes / Duties	Kindly note any increase or decrease in customs duty shall not be borne by the bidder. This will be passed on since customs duty is a Govt levy and we the bidder does not have any control over the same. Same is the case for any other taxes, duties and levies which are statutory or otherwise.	Not agreed to & as per tender condition.
34	VOL_IA_PKG_AMI_42.pdf	M/S TCS	Multiple performance guarantees	Kindly explain the reason for asking Multiple performance guarantees in different formats.	Contract performance guarantee for Supply,Erection & AMC contracts to be furnished.
35	NA	M/S TCS	Insertion of New Clauses in the Tender Document	(1) Employer's Indemnity: specific clause delineating the scope of third party intellectual property rights infringement indemnity and general indemnity for loss to person and/or property being provided by the Employer to the Contractor needs to be included in the tender document. (2) Confidentiality (3) Non- Exclusivity of CONTRACTOR clause (4) Non-Solicitation Clause	Not agreed to & as per tender condition. IPR act is followed.
36	CI No. 20-GCC-VOL_IA	M/S TCS	<b>LIMITATION OF LIABILITIES</b> The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. (i) The total liability of the bidder under the terms of the Agreement shall not exceed the total Contract Value from OPTCL (ii) Notwithstanding anything contained herein, the bidder will not be liable or responsible for a delay in performing Services, or a failure to provide or a deliverable on or before the due date or failure of the Services or the deliverables, to the extent that such delay or failure was caused by failure/delay by OPTCL or anybody acting on its behalf to perform its obligations (including failure to provide, or delay in providing, required information, approvals or access to information by OPTCL ), or the negligence of OPTCL . In the event that the bidder is delayed or prevented from performing its obligations due to such failure, delay or negligence	(1) Request modifications to ensure that the total cumulative liability of the Contractor to the Employer arising from or relating to this engagement does not exceed the total amount of the fees paid by the Employer to Contractor for that part of the work which gave rise to such liability (in the preceding 12 months) (2) Need to include a clause expressly excluding the payment of any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law by either party under the resultant contract.	Not agreed to & as per tender condition.

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37	CI No. 22-GCC-VOL_IA	M/S TCS	POWER TO VARY OR OMIT WORK: No alterations, amendments, omissions, suspensions or variations of the works (hereafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added	Request that the Contractor should have the right to perform services which form part a Variation only on mutually agreeable rates and charges. Hence request deletion of the provision which entitles the Employer to decide such rates unilaterally.	Not agreed to & as per tender condition.
38	Vol_II_Technical_Specification_for_A MI_OPTCL_42.pdf	M/S TCS	page 7 of 29 At the Local site ,Bidder shall also arrange for the PC & UPS of required capacity. The RAM capacity of the PC shall be minimum 4 GB with Windows based O.S.	Price schedule does not indicate <b>100 nos local PCs</b> to be supplied as mentioned in the technical specification. Please clarify this or add one line item in the price sheet.	<b>This line item price is to be added in the bidding proposal sheet.</b>
39	Vol_II_Technical_Specification_for_A MI_OPTCL_42.pdf	M/S TCS	Page 15 of 29 , CDCS - Infrastructure	1)User Management is a very important functionality. Yet we do not find any server dedicated to Domain Control and user management. OPTCL may please clarify. 2) We understand OPTCL will provide the infrastructure. Please confirm if the installation and LAN set up of the infrastructure is in the scope of the bidder.	1) <b>Separate Server can be considered for Domain Control and user management.</b> 2) <b>Lan infrastructure would be provided by the OPTCL.</b>
40	Vol_II_Technical_Specification_for_A MI_OPTCL_42.pdf	M/S TCS	page 9 of 19 , DCU	Please confirm DCU to be installed in the existing relay/control/metering panels or separate enclosure suitable for wall mounting is required.	Installed in separate enclosure.
41	Vol_II_Technical_Specification_for_A MI_OPTCL_42.pdf	M/S TCS	page 10 of 19 , DCU's are to be connected with local energy meters/interface converters (IC) in multi drop connection to RS485 port.	Please confirm if standard MODBUS ASCII protocol is available for the SEMs or proprietary protocols are embedded.	NO
42	CI No. 15-GCC-Vol-IA	M/S TCS	<b>GUARANTEE</b> : 15.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of <b>twelve (12) calendar months</b> commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer. During the period of warranty the contractor is responsible for maintaining the AMI system in order and any defects notice to be attended and rectified. Supervision of proper functioning shall be maintained by the contractor. Refer the technical specification. <b>&amp; clause No. 15.2 to 15.10</b>	Request the following modifications: - (1) Request insertion of all standard warranty exclusions and disclaimers. (2) Please note that all third party software and products will be subject to warranty provisions stipulated by the relevant 3rd party vendor(s) in the relevant End User License Agreements signed in that respect. (3) Employer to also note that no additional warranty and extended warranty period will be provided for latent defects separately. Standard warranty period is 3 months from date of final acceptance of all deliverables by the Employer.	Not agreed to & as per tender condition.

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43	CI No. 18-GCC-VOL_IA	M/S TCS	<p><b>PATENT RIGHTS AND ROYALTIES:</b> Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing has been used by the Employer for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these</p>	<p>(1) Request insertion of a clause to protect the Pre-existing intellectual property rights of the Contractor over which the Contractor shall continue to have ownership. Such provision should override other provisions contained herein.</p> <p>(2) The Contractor agrees to provide the Employer with a non-transferable, paid up, perpetual, non-exclusive license with respect to such Pre-Existing IP of the Contractor to the extent that any of the deliverables/work products have any element of such pre-existing Contractor IPR.</p> <p>(3) As regards the third party intellectual property rights infringement indemnity being provided by the Contractor request insertion of all standard exceptions and disclaimers to Contractor's provision of third party intellectual property rights infringement indemnity.</p>	Agreed & this can be further discussed with the vender after selection. IPR act is followed.
44	CI No. 24-GCC-VOL_IA	M/S TCS	<p><b>CHANGE OF QUANTITY:</b> 24.1 During the execution of the Contract, the Employer reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms and conditions. Such variations unless otherwise specified in the accompanying General Conditions of Contract and/or technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the General Conditions of Contract. 24.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause 33.0 below. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.</p>	Employer to note that any change in the order value or the quantity will have a direct effect on the price. Please note that it will not be commercially feasible to give a commitment of price validity regardless of change in quantity/order value.	25% is indicative figure of variation in quantity during contract period.
45	CI No.-31-GCC-VOL_IA	M/S TCS	<p><b>TAKING OVER</b> Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.</p>	<p>(1) Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Variance request under the Variance management procedure. Items reported through the Variance management procedure will be dealt with separately.</p> <p>(2) All acceptance testing, Go-live testing and Certification related costs to be borne by the Employer.</p> <p>(3) Request insertion of a standard Deemed Acceptance Clause as under: - "A deliverable shall be treated as accepted by the Employer if the Employer (a) fails to provide the list of non-conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT)".</p>	This can be further discussed with the vender after selection.

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46	CI No.-42-GCC-VOL_IA	M/S TCS	<p><b>FORCE MAJEURE:</b></p> <p>42.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:</p> <p>a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;</p> <p>b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.</p> <p>Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.</p> <p>42.2 The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.</p> <p>The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.</p>	Request that the extension of time for the Contractor's performance owing to reasons of an occurrence of a Force Majeure Event be in proportion to the duration of the Force Majeure Event.	Not agreed to & as per tender condition.
47	CI No.-44-GCC-VOL_IA	M/S TCS	<p><b>CONTRACTOR'S DEFAULT</b></p> <p>44.1 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 connection with the works or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect 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 the Employer 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 the Employer 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 the Employer shall have free use of all Contractors equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Employer shall be entitled to retain and apply any balance which may otherwise be</p>	Request that the Contractor's aggregate liability under this clause be limited to 10% of the total cost of the undelivered/affected scope of work.	As per tender condition and limited to contract value.

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48	CI No. 45-GCC-VOL_IA	M/S TCS	<p><b>TERMINATION OF CONTRACT ON EMPLOYER'S INITIATIVE</b></p> <p>45.1 The Employer 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'. Employer shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.</p> <p>45.2 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 the Employer, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer. 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.</p> <p>45.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the</p>	<p>(1) Request that if the Employer/client wishes to terminate the resultant contract for convenience (i.e. at discretion) it provides the Contractor with a prior written notice of 90 days so as to minimize chances of loss to the Contractor.</p> <p>(2) Request that necessary clauses be inserted to ensure that the Contractor also has the right to terminate the resultant contract for convenience, material breach and force majeure.</p>	Not agreed to & as per tender condition.
49	CI No. 48-GCC-VOL_IA	M/S TCS	<p><b>SETTLEMENT OF DISPUTES</b></p> <p>48.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.</p> <p>If any dispute or difference of any kind, whatsoever, shall arise between the Employer and the Contractor arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Contractor.</p> <p>Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.</p> <p>48.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to</p>	<p>(1) Request that provisions stating that the Engineer's decision in case of a dispute shall be final are extremely inequitable and should be deleted as they place the Contractor in an unfair position.</p> <p>(2) In case of a dispute parties to Endeavour to resolve the dispute through mutual discussions and involvement of senior management.</p> <p>(3) Further request that if either party fails to appoint an arbitrator within 60 days then the arbitrator appointed by the other party shall act as the sole arbitrator.</p>	Not agreed to & as per tender condition.

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50	NA	M/S TCS	Other Terms of Payment	<p>(1) The Contractor to have the right to levy an interest at the rate of 1.5 percent per month for all payments due for more than thirty (30) days on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest.</p> <p>(2) The Contractor to also have the right to withhold provision of Services in case of non-payment of invoices within 30 days of receipt of invoice and any such withholding by the Contractor shall not be treated as breach.</p> <p>(3) AMC Terms of payment state the payment will be made at the end of 6 months. Kindly consider it to revise it quarterly based payments.</p> <p>(4) In terms of payment, Advance payment, 10% of the Ex works contract will be issued as advance payment. However this will be issued against BG in their favor. All advance payment will be interest bearing, and recovery of advance with interest @10% per annum will be recovered as against the progressive payment. - Kindly reconsider this term as paying interest on such advance defeats the purpose of the advance payment.</p>	Quarterly post payment shall be made.
51	CI No. 8.9 -SCC-Vol-IA	M/S TCS	<p><b>TERMS OF PAYMENT FOR AMC:(For AMC Contract of AMI System )(III) PENALTY:</b></p> <p><b>(A)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications.</p> <p><b>(B)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>30%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.</p>	<p>(1) Request that these penalties be imposed only if the underlying default is occurring due to reasons solely attributable to the Contractor.</p> <p>(2) Request that the aggregate total liability of the Contractor as regards these penalties be limited to 10% of the fee payable for the deliverable /that part of the service which gave rise to the default being penalized.</p> <p>(3) Penalty for the breakdown of AMI System attracts a penalty @0.5% of the contract for each day of delay, subject to no upper ceiling , is very high kindly consider it revise for weekly basis.</p>	<p>(A):Breakdown:Central Station Facility &amp; Local Station Facility: (A-i) In case of breakdown in central station facility &amp; not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.5% of contract value per day (24 hrs or part thereof) of delay subject to the limit of the 50% of the contract value(Annual) will be imposed. (A-ii): In case of breakdown in Local station facility &amp; not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.01% of contract value per day (24 hrs &amp; part thereof) of delay subject to the limit of the 50% of the contract value(Annual)( for failure of all local station put together) will be imposed.Imp: The recovery of the penalty will be as per actual from each quarter AMC bill. If the above two breakdown (Central &amp; Local station facility) penalty put together exceeds 50% in a calender year, OPTCL reserve the rights to terminate the contract &amp; encash the BG(Bank Guarantee) within. 45.3 If the Contractor is an</p>
					<p>(B) Preventive Maintenance: As regards to preventive maintenance(P.M) &amp; quarterly payment of AMC charges, if the contractor fails to carryout the Preventive Maintenance as per the tender condition, not only they will be fully losing the payment but also in addition to that a penalty of 10% of quarterly charges will be imposed. This penalty amount will be recovered from the next quarter AMC bill. If such default is repeated for two consecutive times/maximum four times in a staggered manner OPTCL will have right to terminate the AMC contract &amp; encash the Bank Guarantee without assigning any reason there of.</p>

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52	CI No. 12 -SCC-Vol-IA	M/S TCS	<b>Liquidated damage FOR DELAY IN COMPLETION.</b> If the Contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing & commissioning of Advance Metering Infrastructure system, the Contractor shall pay to Odisha Power Transmission Corporation Ltd. as Liquidated damage, a sum of half percent (0.5%) of the Contract price for each calendar week of delay or part. However, the amount of Liquidated damage for the Contract shall be limited to a maximum of five percent (5%) of the total Contract price except for spares. The maximum limit of Liquidated damage for spares shall be ten percent (10%) of corresponding value.	Request modifications as under: - (1) The Penalties mentioned in this clause (liquidated damages) to be payable only if the delay is solely attributable to the Contractor and not attributable directly or indirectly to any Force Majeure Event. (2) The Liquidated Damages rate mentioned in the tender document is excessive. Request LD to be computed @0.5% of the total value of the uncompleted/undelivered portion of the work per week, subject to a maximum of 5 % of the total fees payable for the uncompleted/undelivered portion of the work.	Not agreed to & as per tender condition.
53	CI No. 4-Vol_I	M/S SECURE	<b>Data Collection Unit</b> A Data Collecting Unit (DCU) installed at each location will act as interface between central data collection system at OPTCL and EM's/SEMs installed at that location. DCU shall collect data from energy meters and send the same to Central Servers at specified intervals of <b>15 minutes</b> (However this interval needs to be configurable upto one minute in future). DCU should be able to poll the meters locally and send the files automatically at a specified interval by <b>FTP</b> . In addition, DCU should be able to accept bidirectional communication from the central server for on demand data pull from a specific meter over a secure VPN link. DCU shall also report diagnostic information of the energy meters to CDCS. The DCU's should have provision for interfacing with the meters as well as communication with remote either via <b>GSM</b> (Global System of Mobile), <b>3G</b> & any latest generation, <b>GPRS</b> (General Packet Radio Service), <b>PSTN</b> (Public Switched Telephone Network) & in future via <b>F.O</b> links over a secure VPN network.	1min data transfer to data centre should be preferred on dedicated network like OFC etc. GPRS will not be suitable for this requirement. Existing meters having only optical port meters will not be capable to read every 15min. It will be based on the meter protocol capability.	At present the data integration period is 15minutes. Around 500nos of meters aged about 10years of secure make, model- Apex Around 200nos of meters aged about 03years of secure make, model- Apex Around 587nos of meters aged about 06months of secure make, model- Apex 100(DLMS)
54	CI No. 4-Vol_I	M/S SECURE	<b>Central Servers / Central Data Collection System:</b> A Central Data collecting systems (Data base Servers, <b>VPN</b> (Virtual Private Network) Communication Server & Application/web server) shall be provided at Bhubaneshwar in OPTCL premises. This system will manage all functionality of collection of data through DCU's (The application and database servers should have at least <b>8GB</b> Memory RAM for processing the data from the meters at each locations). The application software shall process, display the meter data & archive in the Data Base Server. The meter data acquisition Application should be web based. The Data Base Servers shall be in redundant mode. Software will also have the provision of on demand poll to get the meter data from the specified sub-station locations on demand. Provision of extracting data from the system in text or CSV/XML files for all or selected meters for further processing by existing software is also to be built in application software. The data base server should be sized for handling the archive collected from all the meters located at different locations and the quantity of meters and nos of data points decided by OPTCL. As there is a regulatory requirement to	Kindly confirm that AMC is required for 3 yrs or 4 yrs.	AMC is for 4 years.

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55	Vol_I_Package_AMI_42.pdf	M/S SECURE	<b>Interface Converter Unit</b> Where ever EM's/SEMs have not been provided the RS-485 port an interface converter shall be installed for converting optical interface to <b>RS-485</b> interface. The design of <b>ICU</b> should be such that it is able to assign a station <b>ID</b> for the <b>Non-RS 485</b> meters. The converters should be able to take supply from <b>220 V DC</b> supply & <b>240 V AC</b> supply from TB/TTB if required and should be <b>TYPE TESTED</b> for working in sub-station environments.	ICU will be provided as serial to RS-485 converters unit.	As per requirement.
56	Cl No. 4.1.2- Vol_II_Technical_Specification	M/S SECURE	Page 10 of 29 Any meter change activity like meter number, change in CT ratio etc should be reported to CDCS immediately. DCU's shall be self monitoring for alarm like power failure, communication disconnection, and disconnection from energy meters and report the same to CDCS immediately	Meter change process need to be streamline, DCU will not be automatically identified the meter change.	As per requirement.
57	Cl No. 4.1.2- Vol_II_Technical_Specification	M/S SECURE	DCU should implement SEM protocols	what is the make of these meters and 1. What are the following details of 1100nos. Meters? • Meter make : • Meter Protocols : • Available communication Ports :	Meters are of Secure and L&T make, mixture of RS232, RS485 & Optical port.
58	Cl No. 4.2.1- Vol_II_Technical_Specification	M/S SECURE	The CDCS shall have a Network Management Interface that provides a Dash Board of the DCU's and their status / Alarms and Meter's that are not communicating.	This requirement can be fulfill by the application installed at CDC for monitoring purpose. It will provide the notification regarding DCU status.	As per requirement.
59	Cl No. 4.2.3- Vol_II_Technical_Specification	M/S SECURE	CDCS should have DCU monitoring module. This module shall monitor each and every DCU for its working status, parameters and any alarm etc. The monitoring data should be collected periodically or on demand from all or selected DCU's.	DCU will be able to send the log files of its status to CDC and CDC backend application will be able to diagnose the problem and help in identification of problems.	As per requirement.
60	Cl No. 4.2.4- Vol_II_Technical_Specification	M/S SECURE	Remote Configuration of DCU's	Remote configurations of DCU will require a static IP at each GPRS modem connected to DCU.	available services are to be explored . GPRS, MPLS mode of communication to be explored.
61	Cl No. 4.4- Vol_II_Technical_Specification	M/S SECURE	Entire project has to be based on 3G as well as GPRS, however in case of 3G/GPRS service is not available at any location than any available communication service like PSTN/GSM/CDMA may be used for the same	proposed solution supports only GPRS and can be integrate with dedicated network like OFC etc. in future.	As per requirement.
62	Cl No. 4.5- Vol_II_Technical_Specification	M/S SECURE	STANDARD SPECIFICATION TO BE FOLLOWED: IEC: IEC 61850-3	This spec is for substation automatic but tender requirement is just for monitoring purpose not controlling.	As per tender condition
63		M/S SECURE	AMI_Concept_Diagram_42	What is Service Provider Router (SPR)? Who will provide this?	From local station to remote station will be arranged by OPTCL from the public IPS, and they will provide the service router.
64		M/S SECURE	AMI_Concept_Diagram_42	M2M gateway hardware is required by some specific vendors. Our architecture is not worked in this way.	As per requirement.
65	AMI_Concept_Diagram_42	M/S SECURE	M2M gateway hardware	Our solution is not compliant to the same.	Bidder has to adopt the solution as per OPTCL's requirement for fulfillment of system integration & as per requirement.
66	Vol_I_Package_AMI_42.pdf	M/S SECURE		Will OPTCL provide API for Secure and L&T Meter or any other manufacture's meter installed OPTCL area?	OPTCL will provide.
67	Cl No. 5.1 (B)-Vol-I	M/S SECURE	-Business continuity:(QR-3) (II): Bidder Should be ISO 9001:2000 & CMM (Capacity Maturity Model) Level 5 Company	Kindly amend as minimum CMM level 3 or higher will be preferred	Not agreed to & as per tender condition



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68	8 of SCC – Vol-IA: CI No. 8.1	M/S SECURE	<p><b>TERMS OF PAYMENT :</b> (I) Ten percent (10%) of the Ex-works price component shall be paid as an initial advance. (II) <b>SUPPLY PART:-</b></p> <p>(ii) Fifty percent (50%) of the Ex-works price component shall be paid on successful completion of supply and receipt of the materials/items at site. (iii) Ten Percent (10%) payment after verification of material at site by the consignee.</p> <p>(iv) Thirty Percent (30%) payment shall be made after installation of material at site and certification by engineer in-charge.</p> <p>(v) The balance ten percent (10%) of the Ex-works price component shall be paid after successful commissioning of the complete Advance Metering Infrastructure System and handing over to Odisha Power Transmission Corporation Ltd.</p>	(I) Ten percent (10%) of the contract value as advance (II) 80% payment of Ex works price/ordered value of supply with full taxes & duties within 30 days against proof of despatch documents. (III) Balance 10% payment will be released after receipt of materials & inspection & acceptance at site.	Terms of payment for Supply portion: (i) Seventy Five(75%) of the Ex-works price component shall be paid on successful completion of supply & receipt of the materials/items at site along with verification by the consignee & on submission of documents indicated herein. (a) Evidence of despatch & receipt [ (R/R of receipted L/R).(b) Contractor's detailed invoice and packing list identifying contents of each shipment. (c) Insurance policy / certificate. (d) Manufacturer's / Contractor's guarantee certificate of quality. (e) Materials dispatch certificate (MDCC) for dispatch issued by owner. (f) Test certificate. (II) Fifteen (15%) payment shall be made after installation of materials at site and certification by the engineer in charge. (iii) The balance ten percent(10%) of the Ex works price component shall be paid after successful commissioning of the complete substation / line and handing over to OPTCL.
69	Clause No. 8.3-SCC-Vol-IA	M/S SECURE	<p><b>Erection Price Component:</b></p> <p>(I) An advance of 10% (ten percent) of the total erection price shall be paid as initial advance. (II) 90% (Ninety percent) of the erection price component will be paid on progressive basis depending on the actual work done i.e. on completion of erection, testing and commissioning of the respective items and on certification of the same by the owner.</p> <p>(III) The balance 10% (ten percent) of the erection price component shall be paid within sixty (60) days after successful commissioning of Advance Metering Infrastructure System and issuance of Taking Over Certificate by the owner.</p>	(I) 10% of the contract value as advance. (II) 90% payment of the contract price for erection & commissioning on monthly pro rata basis.	Not agreed & as per tender condition
70	Clause No. 8.9-SCC-Vol-IA	M/S SECURE	<p><b>SERVICE PRICE (AMC):</b> Payment will be made equally at the end of every six months. (I) The payment of 1st installments of each year are to be paid to contractor at the end of 6 (six) months. The AMI system need to be Checked Properly under Preventive Maintenance (PM) to ascertain the performance to the satisfaction of OPTCL in every six months. (II) the payment of 2<sup>nd</sup> installments of each year are to be paid to contractor at the end of 12(Twelve) months, during which the inspection of the AMI System to keep the schemes in a healthy and functional condition, shall be carried out by the Bidder</p>	(III) Service portion (AMC): Half yearly advance payment shall be paid within 30 days at the start of each half yearly period against submission of bank guarantee.	Quarterly post payment shall be made.
71	Clause No. 20-SCC-Vol-IA	M/S SECURE	<p><b>Latent Defect Warranty:</b></p> <p>20.1: The period of latent defect warranty in terms of clause 15.0, Section GCC, Volume-I shall be limited to 10 years from the date of expiry of Guarantee Period.</p> <p>20.2: All the guarantee / warranties shall stand transferred to the Owner of the System and they shall exercise the rights under such a contractual guarantee / warranties as deemed necessary.</p>	The period of latent defect warranty shall be limited to 5 years from the date of expiry of Guarantee period.	Not agreed & as per tender condition

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72	Clause No. 8.9-SCC-Vol-IA	M/S SECURE	<b>(III) PENALTY for AMC contract:(A)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Break down</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @0.5% of the total contract value for each day of delay, or part thereof, for such delay, subject to no upper ceiling, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications. <b>(B)</b> In the event of failure on contractor's part to comply with the provisions of the contract regarding attending to the <b>Preventive maintenance (PM)</b> of the AMI System at various grid substations as indicated elsewhere, a penalty @ <b>30%</b> of the total <b>AMC</b> value for the period shall be imposed for that quarter.	Penalty will be @0.5% of the total contract value for each week of delay or part thereof for such delay, subject to maximum of 10% of delay or part thereof.	(A):Breakdown:Central Station Facility & Local Station Facility: (A-i) In case of breakdown in central station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.5% of contract value per day (24 hrs or part thereof) of delay subject to the limit of the 50% of the contract value(Annual) will be imposed. (A-ii): In case of breakdown in Local station facility & not attended to rectify within the specified time indicated elsewhere in the tender specification, a penalty of 0.01% of contract value per day (24 hrs & part thereof) of delay subject to the limit of the 50% of the contract value(Annual)( for failure of all local station put together) will be imposed.Imp: The recovery of the penalty will be as per actual from each quarter AMC bill. If the above two breakdown (Central & Local station facility) penalty put together exceeds 50% in a calender year, OPTCL reserve the rights to terminate the contract & encash the BG(Bank Gurantee) withetwork.3 If the Contractor is an
					(B) Preventive Maintenance: As regards to preventive maintenance(P.M) & quaterly payment of AMC charges, if the contractor fails to carryout the Preventive Maintenance as per the tender condition, not only they will be fully loosing the payment but also in addition to that a penalty of 10% of quaterly charges will be imposed. This penalty amount will be recovered from the next quarter AMC bill. If such default is repeated for two consecutive times/maximum four times in a staggered manner OPTCL will have right to terminate the AMC contract & encash the Bank Guarantee without assigning any reason there of.
73	Vol_I_Package_AMI_42.pdf	M/S KALKI	CMM Level-5	Please change to only ISO 9001:2000	Not agreed & as per tender condition
74	Cl No. 5.1 (B)-Vol-I-INV	M/S KALKI	<b>Business Continuity (QR-3)</b> Bidder should be ISO9001:2008 & **CMM (Capability Maturity Model) Level 5 Company. Copy of Certificate needs to be submitted	The Business Continuity requirement may please be restricted to ISO9001:2008 Certification. Kalkitech wishes to submit that CMM Level 5 certification has no real significance in these type of Projects which are purely Metering Solutions based on Meter Data Communication and Management. <b>Justification/Remarks:</b> Also, CMM Level 5 is not a qualifying criteria as stipulated by Ministry of Power through M/s PFC Limited for MDAS Provider. There are no significant AMR Technology providing companies with CMMi Level 5 Certification and this requirement against PQR in an Open Tender (Domestic) shall limit the no. of participants and there by the Optimal Pricing of the Project.  Also, majority of the CMM Level 5 Companies are IT Companies with no requisite experience in AMR & MDAS Technologies and no compliance to the QR stipulated at QR1	Not agreed & as per tender condition

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75	CI No. 5.4 -Vol-I-INV	M/S KALKI	<p><b>FINANCIAL CRITERIA:</b> The Minimum average annual turnover (MAAT) of the bidder of best three years out of the last five financial years reckoned on the date of bid opening shall not be less than as specified for the package as per the audited financial results. Income other than from project related works shall not be considered for arriving annual turn over</p> <p><b>The bidder has to furnish the audited account certificate from the Chartered Accountant indicating " the above Turnover statement is excluding all income which are other than from project related works".</b></p> <p>(b) The un-utilized line of credit or fund based and non-fund based limits with cash and bank balance including fixed deposits of the bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by the Bankers shall not be less than as specified at <b>Table-I</b>. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks. In case the bidder unutilized line of credit is not fund based and non-fund based limits specified at <b>Table-1</b> below is not sufficient, a comfort letter from one of the bankers specified in bidding documents for "CPG"</p>	<p>The Financial Criteria stipulated for the Tender i.e., MAAT of 20Crores is relatively higher as compared to estimated value of Project. Kalkitech would request your good office to accept the following:</p> <p>The minimum MAAT requirement may please be reduced to 12Crores.</p> <p>A list of similar AMR tenders floated &amp; awarded earlier by other PSUs along with the Financial Criteria is also annexed herewith for your ready reference.<b>Remarks/Justification:</b>Typically for Works estimated at cost up to 25Crores; the EMD shall be 2% to 5% of Estimated Cost and Min. Financial requirement to be met by Bidder shall be 1.5 to 3times the ECV in line with the various guide lines issued by CVC &amp; Finance Secretary, Govt. of India.</p> <p>We presume that the estimated value of the subject Contract shall be 4Cr. max. which implies the minimum Financial requirement may be 12 Crores.</p>	<p>JV is allowed. Conditions for JV for fulfilling financial criteria of QR</p> <p>The bidder may also participate in a joint venture (JV) route provided the partner(s) of the JV meet the following minimum criteria:</p> <p>(i)The lead partner shall meet, not less than 50% of the minimum criteria given at Para (a) and (b) of Financial Criteria.(value of respective project tenders shall be as per Table 1).</p> <p>(ii) The other partner shall meet the criteria of 'not less than 25% of the criteria as given at Para (a) and (b) of Financial Criteria above. Failure to comply with this requirement will result in rejection of the joint venture's bid.</p> <p><b>*Important: Both partner jointly should meet the MAAT &amp; Un-Utilised Credit for Fund based and non-fund based. Refer CI No 5.4 &amp; 5.2 of Vol-I for Financial Criteria &amp; JV Criteria.</b></p>
76	CI No. 23 -Vol-I-INV	M/S KALKI	OPTCL shall allow purchase preference to Indian Central Government Public Sector Undertaking / Enterprises if admissible under the existing policies of Government of India/Govt. Of ODISHA.	Please confirm if the same shall be applicable for Small Scale Industries enlisted with NSIC in line with the instructions from Ministry of Small Scale Industries.	NO
77	CI No. 18 -Vol-I-INV	M/S KALKI	Bidding Document can also be downloaded from the web site of OPTCL ( <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> ). Agencies who have downloaded the Bidding Document from the OPTCL web site are required to pay the cost of Bidding Document by Demand Draft at the time of submission of their Bid, failing which Bid of such Bidder shall not be considered for opening and further evaluation.	Kalki Communication Technologies Pvt. Ltd., (KALKITECH) is enlisted with National Small Industries Corporation under "Government Purchasers Enlistment Certificate" program vide Permanent Reg. No. NSIC/KAR/GP/RS/KT/K-02/2011; by virtue of which are entitled for issue of Bid documents free of Cost/Waiver of EMD/Waiver of Perf. Security (or) Security Deposit. Please confirm if the above exemption stands valid for the referred Tender.	The bidder has to furnish tender document cost.
78	CI No. 19 -Vol-I-INV	M/S KALKI	19.0 All Bids must be accompanied by Bid Security for an amount as mentioned in clause 3 above along with the Bid. Bid not accompanied by the requisite Bid Security, in separate cover or is accompanied by Bid Security of inadequate value shall not be entertained and in such cases bids shall be returned to the bidder without being opened.	All Bids must be accompanied by Bid Security for an amount as mentioned in Clause No. 3 above along with the Bid. Bid not accompanied by the requisite Bid Security, in separate cover or is accompanied by Bid Security of inadequate value shall not be entertained and in such cases bids shall be returned to the Bidder without opening. <b>Remarks/Justification:</b>	All bids should accompany with bid security.

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79	CI No. 5.1 -Vol-I-INV	M/S ENZEN	<p><b>TECHNICAL CRITERIA :- (Work Experience of Bidders): (QR-1):(E) CMM (Capability Maturity Model) Level 5:</b> The Capability Maturity Model for Software describes the principles and practices underlying software process maturity and is intended to help software organizations improve the maturity of their software processes in terms of an evolutionary path from adhoc, chaotic processes to mature, disciplined software processes. The CMM is organized into five maturity levels:</p> <p><b>1) Initial.</b> The software process is characterized as adhoc, and occasionally even chaotic. Few processes are defined, and success depends on individual effort and heroics.</p> <p><b>2) Repeatable.</b> Basic project management processes are established to track cost, schedule, and functionality. The necessary process discipline is in place to repeat earlier successes on projects with similar applications. <b>3) Defined.</b> The software process for both management and engineering activities is documented, standardized, and integrated into a standard software process for the organization. All projects use an approved, tailored version of the organization's standard software process for developing and maintaining software.</p> <p><b>4) Managed.</b> Detailed measures of the software process and</p>	<p>Requested for Amendment: Bidder should be empanelled with PFC as MDAS service provider or ISO 9001:2000 or ** CMM level 3 company and above. Copy of certificate needs to be submitted. Rationale: Having empanelled with PFC as MDAS service provider is one of the better qualification as this is in line with this projects which demand expertise in both hardware &amp; software. CMM level 5 restricts competent developers who are having CMM level 3 certification but enough hardware expertise to successful carry out this tender.</p>	Not agreed & as per tender condition

**NOTE:** Bidder should be ISO 9001:2000 & \*\*CMM (Capability Maturity Model) level 5 company. OPTCL understand that it is the standard best practice for choosing vendors for this sort of complex software application.

- 1) CMM 5 represents the top level of certified software development process: managed, repeatable, documented, self-optimizing as per global standards.
- 2) The organization which practices the CMM 5 maturity model expected to follow the best practices for System and Software Design as per the international standards.
- 3) CMM 3 talks about only 3 maturity models like (Initial, Repeatable& Defined)
- 4) CMM 3 Vs CMM 5 – It CMM 3 the processes are only defined are the AS-IS processes without managing and optimizing the processes. In CMM 5 the IT processes are measured and controlled plus set for continuous improvement having causal analysis for its deliverables.
- 5) The CMM 5 process ensures the organization for highest level of Innovation and Deployment processes which makes the IT services of highest quality and with lowest risk. The CMM 3 is more or less equivalent to ISO: 9001 certification process only which makes the IT services medium quality and medium risk without any continuous improvement.
- 6) Downgrading the CMM 5 to CMM 3 will result in choosing less qualitative Process Management, Project Management, Engineering Solutions and IT Support which are the four pillars (process areas) for any project execution.
- 7) The AMI project is envisaged as a transformational one for OPTCL keeping the futuristic Utility related IT jobs that are depended on it as the based platform.
- 8) OPTCL would like to go in for development of an AMI compatible remote telemetry system as per international IT standards, processes, integration tools, and more importantly system Security.
- 9) The CMM talks about 5 maturity models like (Initial, Repeatable, Defined, Managed & Optimizing ) which is in coherence with respect to the Smart Grid Maturity Model (SGMM) which helps an Utility realize their vision of Smart Grid.
- 10) OPTCL would therefore like to partner with an SI, who are knowledgeable of and practice international standards as far as System Design, Development, quality manpower and implementation are concerned to grow as per the SGMM.
- 11) The design of the AMI system is envisaged like it should independent of meter manufacturer i.e. should be compatible with any meter make.

<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED: ANNEXURE-II</b>					
BID DOCUMENT No.: Sr. G.M-CPC- Tender-AMI(ADVANCE METERING INFRASTRUCTURE)- 42/ 2012-13					
<b>NOTICE INVITING TENDER-NIT NO.41 /2012-13</b>					
<b>(Equipment/Materials Supply Price Break-up of Ex-works Prices FOR AMI(ADVANCE METERING INFRASTRUCTURE) UNDER NIT NO 41/2012-13)</b>					
<b>SCHEDULE-2B- F&amp;I -BIDDING PROPOSAL SHEET FOR ADVANCE METERING INFRASTRUCTURE SYSTEM IN OPTCL: SUPPLY PORTION (ADDITIONAL QUANTITY)</b>					
SI. No.	F&I FOR SUPPLY OF FOLLOWING EQUIPMENT & MATERIALS (As per Technical Specification) (FOR ADDITIONAL QUANTITY)	Unit	Quantity	Unit freight & insurance charges (IN INR)	Total freight & insurance charges (IN INR) ( 4 x 5)
1	2	3	4	5	6
A	For Substations with meter located at Control Room (Approx 100 Locations)				
1	Hardware Components				
1.7	Local Station PC along with all accessories & P.C table as per technical spec	Nos	100		

**( I N W O R D S )**

Note:

- 1 Before filling up rate/amount etc. in the schedules bidders are requested to read carefully the instruction given in Vol-I of Bidding Document.
- 2 Bidders are required to fill up amount in all column except shaded portion.
- 3 Bidders are requested not to leave any column blank. If any column is left blank it shall be considered that amount against those items are included in any other item and the total amount for that item shall be calculated as free of cost (Zero value). No rate shall be furnished/obtained after bid opening (Ref clause no 33.4.1 of INB vol-I) .
- 4 Kindly enclose soft copy of the duly filled schedule in a CD with the priced copy of Bid.
- 5 Bidder should be quoted including service tax, no service tax shall be paid/reimbursed.

Date

(Signature) .....

Place :

( Name) .....

( Designation ) .....

(Common Seal) .....