

Corrigendum III

GEM Bid Number: GEM/2022/B/1890594

Appointment of Consultant for assisting PFCCL in services for Load / Demand Forecasting, Power Purchase Cost Optimisation and Energy Portfolio Management of J&K Power Corporation Ltd (JKPCL) of Jammu & Kashmir'

1. Following Important Dates are changed:

a)	Start Bid Date & Time	January 19,2022 from 1800 hrs (IST)
b)	Close Bid Date & Time	February 28, 2022, till 1500 hrs (IST)
c)	TOE Start Time	February 28, 2022, till 1530 hrs (IST)
d)	Financial Bid Opening	To be intimated to qualified bidders

2. The Following modification in the Tender Document may be read as follows:

S. No.	Clause	Existing Clause	Clarification
1.	Clause No 7 of the Tender Document and Form-6	The bid shall consist of two parts "Technical Proposal" and "Financial Proposal and should be duly submitted online using the GeM Portal https://gem.gov.in before the due date and time.	<p>Taking into consideration the price format present on GEM Portal, the Bidders shall submit a consolidated price (for all the components in price bid format) on the GEM portal.</p> <p>Further, Bidders shall submit the breakup of the consolidated price, as requested in the price bid format of the tender document, to PFCCL separately through mail in a 'password protected document' before the last date for submission of the bid and have to share the password with the Committee post opening of financial bids on the GEM portal.</p>

3. Following are reply to clarification in continuation to earlier clarifications:

	Query	Remarks
limited liability clause -	We note that our liability will be governed by clause 5.8 on page 53 of the tender document. However, we note that there is no express cap on our liability under this clause. Therefore, we would like to add, "In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages and	Same is acceptable

	Query	Remarks
	shall, in all circumstances and events, be limited to one time the fees paid to us. We shall not be liable for any indirect or consequential losses."	
technical solution clause – (1.7. Management Dashboard on page 11)	BIDDER grants to Client a non-exclusive, non-transferable license to use the Application and any documentation provided for Client's internal business purposes subject to technical requirements as identified and relevant and applicable legislation (including any data protection provisions). The Client shall retain responsibility for use of the Application and documentation. Unless specifically agreed otherwise in writing, BIDDER is under no obligation to update or upgrade the Application for future changes in law, rule or regulation or for any other reason.	During the Contract period BIDDER has the obligation to update or upgrade the Application for future changes in law, rule or regulation or for any other reason.
	Where the Application is hosted on a third-party website/server, in addition to the terms of the Contract, as a condition for use and access to the Application, you shall agree with any related Terms of Use or Privacy Policy applicable, including but not limited to any hosting/website terms applicable for usage of the server/website	same is not acceptable.
	The Client agrees that the Application and the documentation (including any customization made to the any of the above) remain the property of BIDDER and nothing in the Tender or Contract transfers to the Client title in the Application, Documentation or any intellectual property rights relating to them or any customization made to them.	As per form 6 - SCHEDULE OF PRICE BID, Bidder will quote for Software and Maintenance. In view of this, same is not acceptable.
	BIDDER does not guarantee that the Services/ Application will be continuous, uninterrupted, or operable at all times or during any down time, including for any downtime (i) caused by outages to any public internet backbones, networks or servers, (ii) caused by any failures of Client's equipment, systems or servers, (iii) for scheduled maintenance, or (iv) for any force majeure events.	BIDDER must fulfil the scope of work as defined in Tender Document and Contract agreement. In view of this, same is not acceptable.
	Conflict of Interest: For the purpose of clause 5.5 and 5.6 on page 53 of the tender document:	Provisions are self-explanatory

	Query	Remarks
	i. Please confirm the meaning of consultant to the engagement team only. ii. Please confirm the meaning of affiliates to 'affiliates in India' only.	
	Please confirm there is no express restriction on use of name/project details under the tender/contract.	Provisions are ample clear