

Pre-bid queries/clarifications

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
1.	Clause No. 3 8.2.7, ii, (S. No. 1 (a))	<p><i>“Experience in consultancy assignments in last 5 years (i.e. FY 2016-17 onwards) in any power sector utility in India.</i></p> <p><i>04 marks for each assignment</i></p> <p><i>To be evidenced by work completion certificate or any evidence of stage payment(s) excluding advance payment.”</i></p>	<p>Query:</p> <p>As per the current clause the “evidence of stage payment(s)” will be considered towards the experience under these criteria. We request PFCCL to kindly clarify, which documents will qualify as “evidence of stage payment(s)”.</p>	<p>Any documents which show payment has been made to the Prospective Bidder</p>
2.	Clause No. 3 8.2.7, ii, (S. No. 1 (b))	<p><i>“Experience in implementing software for Load Forecasting / Energy Planning/ Scheduling / Trade desk support involving daily analysis of power trading (procurement/sale) in any power sector utility in India in last five years (i.e. FY 2016-17 onwards)</i></p> <p><i>04 marks for each assignment</i></p> <p><i>To be evidenced by work completion certificate or User Acceptance Testing Certificate</i></p>		

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			requires the demonstration of the dashboard and the same is possible during the physical presentation only.	
4.	Clause No. 14, Terms of Payment (Remarks)	<p><i>“Remarks</i></p> <p><i>Payment to the firm will be released only after receipt of payment by PFCCL from JKPCCL”</i></p>	<p>Query:</p> <p>We request you to confirm the no. of days in which the payments will be released by JKPCCL to PFCCL. We also request you to confirm after how many days the payments will be made to the consultant.</p> <p>We have noticed that there is huge payment risk as well as delay in payments involved while receiving payments from JKPCCL.</p> <p>Considering the payment risks from</p>	No Change. As per tender Document.

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			<p>JKPCL, the bidders will be bound to load the burden of working capital in their price bids.</p> <p>Proposal:</p> <p>In view of the above, we suggest PFCCL to charge an interest of 18% on the invoice amount in case the payment from JKPCL is delayed beyond 30 days.</p> <p>Similarly, PFCCL to allow an interest of 18% per annum on the invoice amount of the consultant in case the payment from PFCCL is delayed beyond 60 days from the date of raising the invoice.</p>	
5.	Clause No. 8.7, iii	<i>“iii. Penalty shall be applicable on the Consultancy Fee cost</i>	Proposed Clause:	No Change. As per tender Document.

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		<i>equated in equal monthly instalments for a period of 36 months. Accordingly, the deduction shall be applicable as per below provisions of the specific month and deducted from the monthly invoice of PFCCL."</i>	<p>iii. Penalty shall be applicable on the Software Consultancy Fee cost equated in equal monthly instalments for a period of 36 months. Accordingly, the deduction shall be applicable as per below provisions of the specific month and deducted from the monthly invoice of PFCCL.</p> <p>Rationale: Since the penalty clause is provided to ensure accuracy in the load forecasting, we suggest that the penalty shall be imposed on the Software fee only and not on the consultancy fee. This will also push</p>	

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			the bidders to implement the most efficient and reliable forecasting solutions for JKPCL.	
6.	Clause No. 9	<p><i>"9.0 INCENTIVE:</i></p> <p><i>PFCCL and firm will mutually decide the amount of incentive on achievement of performance standards."</i></p>	<p>Proposal:</p> <p>We request PFCCL to provide the Incentive mechanism during the bidding stage (in the tender document) itself, so that the bidders can estimate the incentive amount which will be enable them to quote competitive price to PFCCL.</p>	No Change. As per tender Document.
7.	Clause No. 17, Other Terms & Conditions, (f)	<p><i>"f. In case the performance of the proposed team member(s) is not satisfactory, the Firm will be asked to change/replace the team member(s) within three (03) days of receipt of such request</i></p>	<p>Proposed Clause:</p> <p>f. In case the performance of the proposed team member(s) is not satisfactory, the Firm will be asked to</p>	<p>Revised Clause:</p> <p>f. In case the performance of the proposed team member(s) is not satisfactory, the Firm will be asked to change/ replace the team member(s) within two (2) weeks of receipt of such request from PFCCL with a member acceptable to PFCCL.</p>

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		<i>from PFCCL with a member acceptable to PFCCL.”</i>	<p>change/replace the team member(s) within thirty (30) three (03) days of receipt of such request from PFCCL with a member acceptable to PFCCL.</p> <p>Rationale: It is very difficult to replace any team member within 3 days, we request you to allow atleast 30 days’ time to replace any team members.</p>	Further, if there is any change in the team composition, then the same should be informed to PFCCL upfront and can only be done with consent of PFCCL.									
8.	Extension		To extend the last date of submission of the bid by at least 10 days.	<p><u>Important Dates:</u></p> <table><tr><td>a)</td><td>Start Bid Date & Time</td><td>January 19,2022 from 1800 hrs (IST)</td></tr><tr><td>b)</td><td>Close Bid Date & Time</td><td>February 10, 2022, till 1500 hrs (IST)</td></tr><tr><td>c)</td><td>TOE Start Time</td><td>February 10, 2022, till 1530 hrs (IST)</td></tr></table>	a)	Start Bid Date & Time	January 19,2022 from 1800 hrs (IST)	b)	Close Bid Date & Time	February 10, 2022, till 1500 hrs (IST)	c)	TOE Start Time	February 10, 2022, till 1530 hrs (IST)
a)	Start Bid Date & Time	January 19,2022 from 1800 hrs (IST)											
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S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply				
					d)	Financial Bid Opening	To be intimated to qualified bidders	
9.	Eligibility Criteria	The Bidder shall have a Minimum Average Annual Turnover (MAAT) of Rs.20 (Twenty) Crores considering the last three financial years (FY 2018-19, FY 2019- 20 and FY 2020-21). The Bidder shall submit Certificate from the statutory auditor/ audited Balance sheet and P&L account.	Kindly reduce the criteria to 3 (Three) Crores as it creates challenges for new firms to showcase its capabilities.	No Change. As per tender Document.				
10.	Financials		Kindly allow the bidder to submit the balance sheet of parent company as well.	Provisions are self-explanatory.				
11.	Payment Terms	Payment to the firm will be released only after receipt of payment by PFCCL from JKPCL	Kindly amend the clause as- Funds to be released monthly after successful verification	No Change. As per tender Document.				
12.	pt.(iv) under clause 3	The Bidder should have undertaken an assignment for providing short/	We request you to allow and consider past experience of bidder, it's	No Change. As per tender Document. Provisions are self-explanatory				

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		medium/ long term energy planning/ load or demand forecasting/ Energy Portfolio Management to atleast 1 power sector utility in India in the last five years (i.e. FY 2016-17 onwards). Any ongoing projects of such nature would also be considered.	subsidiaries and it's associates for evaluation purpose. Also, if the bidder is a power utility, then it's in-house experience should be allowed.	
13.	pt.(v) under clause 3	The Bidder, its subsidiaries and/or its associates should not be having a valid power trading license as per Indian Electricity Act 2003, as on date of Bid submission.	The clause is restrictive in nature and restricts participation of companies who inspite of having valid trading license might not have any direct conflict. Hence, suggested to delete the clause.	No Change. As per tender Document.
14.	pt.(vi) under clause 3	No consortium with any other firm(s) is allowed	Since, the project requires deep domain experience of Power utility operations and specific IT related components we request	No Change. As per tender Document.

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			to allow consortium of max. 2 companies for participation.	
15.	pt.(v) under clause 3	The Bidder, its subsidiaries and/or its associates should not be having a valid power trading license as per Indian Electricity Act 2003, as on date of Bid submission.	The clause is restrictive in nature and restricts participation of companies who in spite of having valid trading license might not have any direct conflict. Hence, suggested to delete the clause.	No Change. As per tender Document.
16.	Table-A	Maximum Marks	Is there any minimum score required for qualification purpose?	Provisions are self-explanatory
17.	Table-A	Experience in implementing software for Load Forecasting / Energy Planning/ Scheduling / Trade desk support involving daily analysis of power trading (procurement/sale) in any power sector utility in India in last five years (i.e. FY 2016-17 onwards).	a) Tata Power is the leading power utility in India having distribution license in Delhi, Orissa, Mumbai and Ajmer. Tata Power has implemented software for Load Forecasting/ Energy Planning/ Scheduling for its distribution	Provisions are self-explanatory

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		04 marks for each assignment	<p>license areas which ash been developed in house through its own team of experts and the same is also being maintained through in house team. So, we request you to consider in-house implementations by Power distribution companies as relevant experience against the criteria.</p> <p>b) Considering the fact that very few companies in India have expertise in the specific domain, very few players would be able to provide 5 project experiences. Hence, in order to maximise the competition, we request to revise the criteria from 5 to 2 assignments</p>	

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			and suggest following as marking basis:- 10 marks for each assignment	
18.	pt.(i/a) under sub-clause 1.1.1	Intra Day Load Forecast: Intraday load forecast on rolling basis (in line with the prevailing practices of utility)	Please clarify the mechanism available for monitoring real time demand eg. SCADA, ADMS etc.?	Provisions are self-explanatory
19.	pt.(ii) under sub-clause 1.1.1	Medium Term Load Forecast For medium term forecast, apart from the load curve Firm would also generate the load duration curve in order to analyse the duration for which the load tend to persist.	Please clarify if past data for 5 years, in 15 mins. granularity shall be provided for the same.	Provisions are self-explanatory
20.	pt.(i) under sub-clause 1.5	Energy Accounting/ Scheduling i. Energy calculations of all the contracts would be done to cater to the different needs of the JKPCCL like knowing their total energy consumption on a particular	Actual energy consumption is the sum of meter readings across the boundaries of the discom. (1) What is the current process of meter readings for JKPCCL?	Provisions are self-explanatory

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		date, verification for compensation applicability while downward revision of their schedule, etc.	(2) Whether there is any software for the same? (3) If yes, Whether the software is required to be integrated with the proposed solution.	
21.	pt.(ii) under sub-clause 1.6.1	Firm shall endeavour to integrate the data communication of SLDC and NRLDC.	From the word "endeavor" it is understood that, this is only a desire and not a mandatory requirement?	Provisions are self-explanatory
22.	sub-clause 1.6.2	Wide Area Monitoring	This is the function of SCADA/ ADMS. Kindly clarify the requirement from consultant?	Provisions are self-explanatory
23.	pt.(i) under sub-clause 1.6.3	To develop a database for storing all relevant information pertaining to Generators, OA consumers, Traders etc. Proper integration shall be ascertained w.r.t. IT system of JKPCCL.	What are the existing IT systems of JKPCCL? What is the integration requirement?	Bidder may confirm the same. However, the complete information would be provided, post selection of the successful bidder.

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24.	sub-clause 1.6.4	Transmission Corridor Availability	Information available on various websites where crawling mechanism can be established, can only be made available. Kindly clarify.	Bidder may confirm the same. However, the complete information would be provided, post selection of the successful bidder.
25.	sub-clause 1.6.5	Unscheduled Interchange (UI)	Please share details of the risks envisaged under the clause?	Provisions are self-explanatory
26.	sub-clause 1.7	Management Dashboard	Formats of dashboards shall be decided in the kick off meeting. Any changes in the format shall be dealt separately through change request mechanism	Provisions are self-explanatory. Any change within 6 months of approval of UAT by JKPCL/ PFCCL shall not be taken as 'Change Request'.
27.	pt.(i) under sub-clause 1.9.1	RTM/ Intra-day Schedule Dispatch Model	SCADA/ ADSM or any other such mechanism is required for real time monitoring and for preparing intra day forecast and schedule. Whether any such technology is available?	Bidder may confirm the same. However, the complete information would be provided, post selection of the successful bidder.

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28.	clause 14	Terms of Payment- Quarterly invoices	To ease the cash flow burdens on the consultant, request to make this a monthly payment as salaries etc. will have to be released monthly. Otherwise the interest cost shall be built up in the quote.	No Change. As per tender Document.
29.	clause 14	Terms of Payment- Payment to the firm will be released only after receipt of payment by PFCCL from JKPCCL	(1) Payment is dependent on amount released to PFCCL by JKPCCL which poses a risk on consultant even if there's no fault. Kindly remove this clause. (2) Also, no payment security mechanism is given. Can some provision for LC/Escrow etc.	No Change. As per tender Document.
30.	clause 14	Software and Maintenance	Since the GO Live for the Project is 180 days, the payment terms should be modified to	No Change. As per tender Document.

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			(a) 90% at T+160 days (b) 10% at T+ 360 days	
31.	pt. 8	We confirm that Contract Performance Guarantee for ten (10%) of the total consultancy fee in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.	At page no. 23, CPG amount is mentioned as 3% of the consultancy fee. Kindly clarify?	CPG is 3% of the consultancy fee.
32.		Pre-Contract Integrity Pact	Is this to be submitted along with bid, since it requires signature from PFCCL as well	Same is to be submitted along with the Bid
33.	pt.(i) under sub-clause 8.7	To ensure that the Deviation in Accuracy rate of load forecasting doesn't exceeds by more than 4% for intra-day forecast.	Error percentage defined here is very stringent. Also, accuracy depends on the quality of past data available with JKPCL. It is requested to change this to yearly targets of 7%, 6%, 5% respectively for first, second & third year.	No Change. As per tender Document.

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34.	Table-3	Intra-Day Forecast Deduction Calculation	We request to consider the following:- (1) rework the table as per the MAPE (2) The % mentioned here are applicable on the consultancy fee only (line item 1) and not on the full contract value	No Change. As per tender Document.
35.	pt. 9	INCENTIVE PFCCL and firm will mutually decide the amount of incentive on achievement of performance standards.	We request you to clarify the applicable incentives beforehand?	No Change. As per tender Document.
36.	Clause-11	TERMINATION	The clauses are one-sided and request to make them bilateral for safeguarding interests of consultant as well.	No Change. As per tender Document.
37.	Clause-12	FORCE MAJEURE	Kindly include pandemic also as a potential event?	No Change. As per tender Document.
38.			Kindly allow consortium/ Joint	No Change. As per tender Document.

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			Venture for participation.										
39.			Also request you to reduce the amount of Minimum Average Annual Turnover (MAAT) of Rs.20 (Twenty) Crores considering the last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) in the eligibility criteria.	No Change. As per tender Document.									
40.	Extension		extend the submission deadline by at least four (4) weeks.	<div>Important Dates:</div> <table> <tr> <td>e)</td> <td>Start Bid Date & Time</td> <td>January 19,2022 from 1800 hrs (IST)</td> </tr> <tr> <td>f)</td> <td>Close Bid Date & Time</td> <td>February 10, 2022, till 1500 hrs (IST)</td> </tr> <tr> <td>g)</td> <td>TOE Start Time</td> <td>February 10, 2022, till 1530 hrs (IST)</td> </tr> </table>	e)	Start Bid Date & Time	January 19,2022 from 1800 hrs (IST)	f)	Close Bid Date & Time	February 10, 2022, till 1500 hrs (IST)	g)	TOE Start Time	February 10, 2022, till 1530 hrs (IST)
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					h)	Financial Bid Opening	To be intimated to qualified bidders
41.	Clause 1.1.1.i Original Clause	Intra-day, day-ahead and week-ahead forecasts are provisioned for under the STLF.	<p>It is understood that a 2 hour ahead intra-day forecast is proposed under the project. In our current assignment, we are providing 16 to 24 intra-day forecasts to enable better close to real-time market participation.</p> <p>We would suggest to have a provision for up to 96 intra-day forecasts effective from the next time-block in order to enable efficient market participation especially in the RTM.</p> <p>The error computation for performance penalties (as per the Form 10, Contract Agreement) may still be</p>	No Change. As per tender Document.			

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			retained at 2 hour ahead intra-day forecasts.	
42.	Clause 1.1.1.i Original Clause	Parameters for STLF are enumerated.	<p>We can provide the historical weather forecasts (hindcasting) and the weather forecasts for a select few locations within the J&K. Does JKPCL have automatic weather stations (AWS) installed within their network? That would help correct the weather forecast errors. If JKPCL has access to AWS data, we would request such data also to be shared with the winning bidder.</p> <p>Further, it is presumed that the agricultural cycle, grid back down details and special events information would be provided by JKPCL. Kindly clarify.</p>	Bidder to check the same.

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43.	Clause 1.1.2.i Original Clause	Aggregation of all available sources of power shall be provided to the bidder.	For short-term and medium term, optimization of power portfolios (which would include buy/sell decisions), we would also need the past schedules, DSM statements (can also be obtained from the RPC) and the market participation details along with PPA / transaction rates. This would help establish the baseline for the KRAs that can be established through this tender and the technology driven interventions intended therein. Further, the PPA details are also required to be made available to run MOD based optimisation at various time intervals (intra-day, day-ahead, week-ahead and season ahead).	Provisions are self-explanatory

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			Kindly suggest if such details would be made available to the successful bidder.	
44.	Clause 1.1.3 Original Clause	RE Forecast integration	<p>J&K is planning to have a sizable RE capacity in its region, which would require substantial grid integration efforts.</p> <p>We would request the tender inviting authority to provide special consideration to the Bidder having a robust RE grid integration experience with TRANSCOs / TSOs as well as RE Asset Owners / Developers in India and possibly abroad.</p> <p>Demand forecast alone won't help optimize the power procurement if the bidder lacks perspective and understanding of how RE behaves and what</p>	Provisions are self-explanatory

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			<p>impact it could carry on the grid operations and market participation.</p> <p>Further, we would like to highlight from our experience in managing REMCs with over 65GW of capacity across India and a RE developer portfolio of over 20GW, intra-day variations in RE are significant and to manage requiring close to real-time Merit Order Dispatch (MOD) including various real-time constraints, a very sound and proven optimisation + automation experience is desirable</p>	
45.	<p>Clause 6.1 & Table B - Team Composition</p> <p>Original Clause</p>	Experience of Project Manager and Domain Expert.	<p>Given the reasoning in comments 3 and 4 above, we would request to accommodate</p>	No Change. As per tender Document.

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		<p>Project Manager: Minimum Experience of 8 Years in working with Power Sector Utilities. The power sector expert should have executed/ managed at least 3 projects in the area of power distribution/ power generation/ regulatory / load forecasting/ energy portfolio management/ power purchase/sale in last 8 years</p> <p>Domain Expert:</p> <p>B.Tech/MCA/MBA/ CA or equivalent Experience in Demand/ Supply Forecasting, Energy Planning & Optimization/ Regulatory, Power markets, Energy Trading Strategy design & Energy Portfolio Risk Management.</p>	<p>a technology and power market experience to enable deployment of better resources for the project. We are proposing a small change as below.</p> <p>Project Manager: Minimum Experience of 8 Years in working with Power Sector Utilities. The power sector expert should have executed/ managed at least 3 projects in the area of power distribution/ power generation/ regulatory / load forecasting/ energy portfolio management/ power purchase/sale / <u>RE Grid Integration / Grid Operations Automation tools</u> in last 8 years</p> <p>Domain Expert: B.Tech/MCA/MBA/ CA</p>	No Change. As per tender Document.

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			<p>or equivalent Experience in Demand/ Supply/RE Forecasting, Energy Planning & Optimization/ Regulatory, Power markets, Energy Trading Strategy design, <u>scheduling/open-access/DSM tools based technology deployment</u> & Energy Portfolio Risk Management.</p> <p><u>Similar changes may be incorporated in the TABLE-B (page no 21 of 65) as well for the evaluation.</u></p>	
46.	Clause TABLE - A - Technical Evaluation Original Clause	<p>Relevant Experience</p> <p>(a) Experience in consultancy assignments in last 5 years (i.e. FY 2016-17</p>	<p>We believe that apart from “consulting assignments” due consideration is required to be provided to the technology delivery experience as the core requirements under this tender</p>	No Change. As per tender Document.

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		<p>onwards) in any power sector utility in India. (04 marks for each assignment).</p> <p>Experience in implementing software for Load Forecasting / Energy Planning/ Scheduling / Trade desk support involving daily analysis of power trading (procurement/sale) in any power sector utility in India in last five years (i.e. FY 2016-17 onwards)</p>	<p>demands - accurate weather forecasting, accurate demand forecasting, very robust and reliable demand-supply optimization tools, and large scale decision support automation.</p> <p>We would propose the following small changes to accommodate better skills and past experience to justify the scope under this project.</p> <p>(a) Experience in consultancy assignments or delivering grid management automation tools (demand/RE forecasting/scheduling application/ DSM application/open-access applications/power portfolio</p>	

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			<p>optimisation applications)in last 5 years (i.e. FY 2016-17 onwards) in any power sector utility in India. (04 marks for each assignment).</p> <p>(b) Experience in implementing software for Load Forecasting / Energy Planning/ Scheduling / RE Forecasting / Dispatch Optimisation / Trade desk support involving daily analysis of power trading (procurement/sale) in any power sector utility in India in last five years (i.e. FY</p>	

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			<p>2016-17 onwards)</p> <p>We would also like to clarify if the sign “/” means “or” in the para above.</p>	
47.	<p>Clause 1.7.1.k</p> <p>Original Clause</p>	<p>System should be able to capture each revision from NLDC and/or any RLDCs as per the case may be.</p>	<p>Does this imply that web-automation tools would be deployed to capture the information from NLDC/RLDCs in close to real-time?</p> <p>If so, we would like to highlight that NLDC and RLDCs follow strict IP tracking practice and IPs pinging the website and scrapping the information at a routine frequency typically get blocked.</p> <p>In order to automate information extraction from NLDC and RLDC, whitelisting of the JKPCL appointed authorised IPs would be required. Would JKPCL</p>	No Change. As per tender Document.

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			support such coordination with RLDCs and NLDC? Kindly confirm.	
48.	Clause 1.8.2 Original Clause	The said international programme shall be limited to 5 officials from JKPCCL along with officials from PFCCL. Total duration of the programme shall be limited to 7 days (including journey).	Does this mean 5 officials including officials from PFCCL? Kindly clarify. The word “along with” suggests that there could be an additional number of officials from PFCCL. If that's the case, you may please define the total number of such officials including PFCCL.	Provisions are self-explanatory.
49.	Additional Question	PX Membership of JKPCCL.	Does JKPCCL have a direct membership with IEX and PXIL? Or is it trading through some existing trader members at the power exchanges? The third power exchange is also expected to come up. Kindly clarify. The application output	Bidder to check the same

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			<p>data exchange is required to be structured accordingly so that DAM/TAM/RTM bidding formats can be designed accordingly.</p> <p>We would ideally recommend JKPCCL to have a direct membership at all the power exchanges so that there is no dependency on intermediaries like power trading companies (and their incompetencies attached) in dealing with new technology frameworks like the one proposed under the tender as well as</p>	
50.	Clause 3.i - Eligibility Criteria Original Clause	The Bidder should be registered in India. Copies of PAN, GST, Certificate of	Given the enormity of the scope and criticality of the project w.r.t public finances involved, we believe that the participation in	No Change. As per tender Document.

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		Incorporation/registration must be enclosed.	the tender should be limited to Pvt. Ltd companies and Public Limited (by constitution) companies alone. Partnership firms or LLPs are typically created to avoid or have limited/ negligible corporate governance standards which are critical to ensure in projects like these.	
51.	Clause 3.ii - Eligibility Criteria Original Clause	The Bidder must have undertaken at least 5 consultancy assignments in last 5 years (i.e. FY 2016-17 onwards) related to India Power Sector.	W.r.t the reasoning provided in the comments 3,4,5,6 above, we would request to accommodate a rather better skill set of the Bidder by changing this clause as proposed below. The Bidder must have undertaken at least 5 consultancy assignments or grid management automation tools (demand/ RE	No Change. As per tender Document.

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			<p>forecasting/ scheduling application/ DSM application/ open-access applications/ power portfolio optimisation applications) in last 5 years (i.e. FY 2016-17 onwards) related to the Indian Power Sector.</p> <p>This would enable a better skill set among the bidders with right technical knowhow along with deep domain expertise in the power market.</p>	
52.	Clause 3.iii - Eligibility Criteria Original Clause	The Bidder shall have a Minimum Average Annual Turnover (MAAT) of Rs.20 (Twenty) Crores considering the last three financial years (FY 2018-19, FY 2019- 20 and FY 2020-21). The Bidder shall submit Certificate from the statutory auditor/ audited	<p>We are a technology company and have a net worth as on March 21 in excess of 20 Crore and MAAT of about 15 Crore (last 3 years).</p> <p>We would request PFC and JKPCL to reduce the MAAT</p>	No Change. As per tender Document.

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
		Balance sheet and P&L account.	<p>requirements to 10 or 12.5 Crore so that technology firms like ours can also participate and offer the best possible techno-commercial solution.</p> <p>We have required financial strength (including liquidity), an extremely qualified technology team working on AI, Automation, Grid management and Power Markets along with a proven past experience in delivering grid automation technology at a very large scale which can deliver the required solution to PFC and JKPCL.</p> <p>Considering this, we would urge PFC and JKPCL to reduce the MAAT requirements to 12.5 Crore in order to</p>	

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
			pave the way for technology companies like ours to participate in this tender.	
53.	Clause 3.v - Eligibility Criteria Original Clause	Only sole bidder is allowed. No consortium with any other firm(s) is allowed.	<p>If the consortium is not permitted, it is understood that the Bidder expected here would be qualified fully on a standalone basis to deliver the entire solution using its own team and resources.</p> <p>Keeping this in mind, we would like to know if the Bidder is allowed to “subcontract” any part of the project under this tender? Ideally, it should not be allowed keeping the spirit of the original clause of “no consortium”. Kindly clarify.</p> <p>We would also propose that subcontracting of any sort (including</p>	Provisions are self-explanatory

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
			<p>deploying on-site resources on a contractual basis) shall be strictly prohibited under this tender if the JV / consortium is not allowed.</p> <p>We have seen in the past that the consultancy firms would win the project, subcontract most of the work to third parties and deploy third-party pay-roll candidates at clients' sites. That would defeat the whole purpose of a project like this.</p>	
54.	Pre-Bid Meeting	<p>We would like to take part in the pre-Bid meeting and have an opportunity to present our candidature and also the queries documented herein.</p> <p>Kindly let us know if the pre-Bid meeting would be planned before the final</p>		No Pre-bid meeting is envisaged.

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
		bidding. We would like to participate.		
55.	Bidders with reputation risks.	<p>Apart from not allowing traders or its associates/ subsidiaries, we would also propose that bidders with questionable reputations shall also be not permitted to participate in this tender.</p> <p>The clause proposed below may be added which is also a standard clause being adopted by most of the PSUs of national reputation.</p>	<p>The proprietor/ partners/ directors of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of PFC/REC/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.</p> <p>Also, the consultancy firms with questionable reputations (past involvement in large scale corporate scams or other illegal activities) may be summarily banned from participating in the tender.</p> <p>Form-I, clause 3.10 may be amended suitably.</p>	No Change. As per tender Document

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply												
56.	Bidding Timelines	Extension of Bidding Timelines	<p>Given the clarifications sought and the rising Covid Cases in India, 4th February is looking extremely difficult to comply with.</p> <p>We would request PFC and JKPCCL to provide at least 2 weeks of bid preparation time once the pre-bid queries are answered. This will help Bidders to evaluate the tender terms and conditions carefully and bid suitably within the stipulated timeframe.</p>	<p><u>Important Dates:</u></p> <table><tr><td>i)</td><td>Start Bid Date & Time</td><td>January 19,2022 from 1800 hrs (IST)</td></tr><tr><td>j)</td><td>Close Bid Date & Time</td><td>February 10, 2022, till 1500 hrs (IST)</td></tr><tr><td>k)</td><td>TOE Start Time</td><td>February 10, 2022, till 1530 hrs (IST)</td></tr><tr><td>l)</td><td>Financial Bid Opening</td><td>To be intimated to qualified bidders</td></tr></table>	i)	Start Bid Date & Time	January 19,2022 from 1800 hrs (IST)	j)	Close Bid Date & Time	February 10, 2022, till 1500 hrs (IST)	k)	TOE Start Time	February 10, 2022, till 1530 hrs (IST)	l)	Financial Bid Opening	To be intimated to qualified bidders
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l)	Financial Bid Opening	To be intimated to qualified bidders														
57.	Other General Comment	Make in India and Atma Nirbhar Bharat Initiatives	The project involves a significant number of software modules. Preference may be given to MSMEs and India based organisations who could be supplying such software and consultancies. All other PSE's are providing such opportunities to MSMEs and Start-up	No Change. As per tender Document												

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
			like ours. We would be highly obliged if a similar priority is provided under this tender as well where MSMEs having a price/ overall score difference of up to 15% may be given a preference over non-MSME firms.	
58.	Form 10, Contract Agreement	Clause 8.7 Penalty and Incentives	<p>Penalty of up to 20% based on 2 hour ahead intra-day forecast shall be applicable. The penalty applicable would be on what part of the contract value? Entire contract value? Consultancy Fees? Or the Software Module Charges? Kindly clarify.</p> <p>It is also understood that for monthly penalty calculations, MPE formula defined under 8.7.d will be used for arriving at monthly MPE and the penalty will be imposed based</p>	Provisions are self-explanatory

S. No.	Reference	Clause as per the RfP	Proposed Clause/ Query/ Rationale	Reply
			<p>on the monthly MPE numbers. Kindly clarify.</p> <p>Like penalties, incentives for “good performance” also may be defined if possible so that Bidders can factor that into the pricing.</p>	