

## Appendix B Pre-Bid Responses

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 1</b>				
1	<p>FILE_CGMIT_Load Forecasting_2022_version_1_1659101111589:</p> <p>Clause 4.1.2.1 Qualification criteria for Bidder Pg 53, 5th point</p>	<p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.</p> <p>Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p>	<p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology during the last 7 years since date of publishing of this tender as below:</p> <p>OR</p> <p>Bidder shall have experience of implementation of Data Acquisition and Data Management solution with Load Analysis, Peak Load Management (PLM) / Demand Response (DR) solution The solution should have been integrated with Outage Management System (SCADA OMS) within the last 7 years, preceding the date of submission of this bid.</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores</p>	Please refer revised RFP.
2	<p>FILE_CGMIT_Load Forecasting_2022_version_1_1659101111589:</p> <p>Clause 4.1.2.1 Qualification criteria for Bidder Pg 54, 5th point, Note – 4</p>	<p>At least one of the project in above experience, shall be for implementation of proposed OEM solution</p>	<p>At least one of the project in above experience, shall be for implementation of proposed OEM solution</p> <p>OR</p> <p>At least one of the project in above experience, shall be for the development and implementation of an Data acquisition and Data Management / Data Analytics Solution with at least 20,000 metered consumers</p>	Please refer revised RFP.
3	<p>FILE_CGMIT_Load Forecasting_2022_version_1_1659101111589:</p> <p>Clause 4.1.2.1 Qualification criteria for Bidder Pg 54, 9th point</p>	<p>Bidder/Lead Bidder shall have minimum CMMI Level 3 certification</p>	<p>Bidder/Lead Bidder shall have CMMI Level 5 certification</p>	No Change. As per RFP
4	<p>FILE_CGMIT_Load Forecasting_2022_version_1_1659101111589:</p> <p>Clause 5.1 DEFINITIONS Vth point</p>	<p>No Consortium shall be allowed</p>	<p>Clause 4.1.2.1 mentions about consortium, whereas clause 5.1 contradicts the same. Please clarify.</p> <p>Request to please allow a consortium of at least two firms</p>	Consortium allowed. Please refer revised RFP.

5	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 2</b>				
5	4.1.2.1	<p>4.1.2.1 Qualification criteria for bidder:</p> <p>Pre-Qualification Criteria : Pt 5. Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>Note: a. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered. b. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. c. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. d. <del>At least one of the project in above experience shall be for implementation of</del></p>	<p>Bidder/OEM shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology during the last 7 years since date of publishing of this tender :</p> <p>OR Bidder shall have experience of implementation of Load Forecasting solution using Artificial intelligence and Machine learning technology during the last 7 years since date of publishing of this tender as below :</p> <p>Note: a. For above experience, specifically for ongoing projects whose go-live is not declared before date of publishing this tender, shall be considered.</p> <p><b>Please allow submitting the Work Order/LOA/Agreement and Self-Declaration from Bidder specifying the scope of work.</b></p> <p><del>(4. At least one of the project in above experience, shall be for implementation of proposed OEM solution).</del></p>	Please refer revised RFP.
6	3.4.6	Cloud Infrastructure	Please share the Configuration of Cloud Infrastructure required for AWS Cloud	Bidder has to submit unpriced BoQ for Cloud infrastructure required. Refer Cloud Infrastructure Specifications format in the RFP.
7	C	COMMENCEMENT TIME AND TIME DELAYS	Request to give 30 Days from Letter of Intent or Signing of the Contract to commence work	No Change. As per RFP.
8	F	SUPPLY OF PRODUCT, IMPLEMENTATION, GOLIVE & STABILIZATION	Has MSEDCL defined any timeline for Implementation & Go Live Phase?	Please refer to Clause V. TIME OF PERFORMANCE of Special Conditions of Contract of RFP for timelines.
9	O	<p>PERFORMANCE GUARANTEE: iv. The bidder will provide the following: Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value for the IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION as per criteria defined in this document. The Performance Bank Guarantee should be valid from the date of start of the project for 69 months and additional 6 months claim period required.</p>	Request to reduce the PG to 3% as per latest regulations.	No Change. As per RFP.
10	DD	BILLING AND PAYMENT TERMS 1. Software Licenses Cost with 1 year warranty:100 % to be paid upon successful Golive till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration.	Request MSEDCL to pay 100% License Cost + First Year ATS in Advance upon delivery of Licenses	Please refer revised RFP
11	DD	BILLING AND PAYMENT TERMS 2. Operational Training : 100% to be paid upon Successful Training	Request to define Training Phases & its Payment clearly, since its mentioned 60 Months Training. 100% payment on each phase of successful trainings as defined	Please refer revised RFP
12	DD	BILLING AND PAYMENT TERMS 3. Implementation Cost : Acceptance test – UAT 20%, Go-Live 50%, Stabilization 30%	Request to consider: 10% Advance with PO 25% Completion of Design & Development Phase 25% Acceptance of UAT Phase 25% Go Live 15% Stabilization	Please refer revised RFP

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13	DD	BILLING AND PAYMENT TERMS 4. Software ATS Cost for 4 years: After one year warranty period, ATS Cost to be paid for 4 years at the end of each year from second year onwards during contract period.	Request MSEDCL to consider ATS Cost to be paid for 4 years at the beginning of each year from second year onwards during contract period	Please refer revised RFP
14	DD	BILLING AND PAYMENT TERMS Cloud Service Cost for 5 Years: The Cloud Services cost will start from date of Final Stabilization Acceptance. To be paid quarterly at the end of each quarter for 5 years	The Cloud Services (Subscription) cost will start from date of Completion of Design & Development Phase. To be paid quarterly at the end of each quarter for 5 years	Please refer revised RFP
15	DD	Penalties and Payment: a) Milestone Penalty: For any delay as per Milestone of clause AA. LIQUIDATED DAMAGE beyond stipulated schedule, a penalty @1/2% +GST (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value	a) Milestone Penalty: For any delay as per Milestone of clause AA. LIQUIDATED DAMAGE beyond stipulated schedule, a penalty @1/2% +GST (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 3% ( <del>ten percent</del> ) of the <del>(contract)</del> <b>Implementation</b> value	No Change. As per RFP.
<b>Bidder 3</b>				
16	4.1.2.1 Qualification criteria for Bidder	Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Request MSEDCL to modify the clause as this clause is very specific for load forecasting solution only and hence it decreases the chances for qualification for multiple bidders who have work experience of working on Analytics projects for Government/PSUs customers in India.  Request MSEDCL to modify this clause as "Bidder shall have experience of implementation of Analytics solution using artificial intelligence and machine learning technology for Central Govt. / State Govt. / Urban Local Bodies / PSUs/PSBs sector in India during the last 7 years (counted from the date of submission of bids) " Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	No Change. As per RFP.
17	4.1.2.1 Qualification criteria for Bidder	Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Request MSEDCL to modify the clause as this clause is very specific for load forecasting solution for bidders and hence request you to accept OEMs credentials of past similar experience for the same.  Request MSEDCL to modify this clause as "Bidder/OEM shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Please refer revised RFP.

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18	4.1.2.1 Qualification criteria for Bidder	The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22). If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.	Request MSEDCL to increase the minimum annual turnover required for the bidder to Rs. 500 crores for last three audited financial years, this would attract only dedicated and serious bidders to participate for the bid process and avoid any non serious participations.	Please refer revised RFP.
19	4.1.2.1 Qualification criteria for Bidder	Bidder/Lead Bidder shall have minimum CMMI Level 3 certification.	Based on our experience and in order to bring exemplary quality to the solution, we suggest to go for CMMI Level 5.  At maturity level 5, an organization has achieved all the specific goals of the process areas assigned to maturity levels 3 covers the generic goals assigned to maturity levels 2 and 1 and just focuses on the project standardization. CMMI level ensures Quality, Maturity and Continual Process Improvement.	No Change. As per RFP.
20	3.2.1 DEMAND FORECASTING	The external data required for forecasting like weather data, optimization data like Market data, past frequency trend, etc shall be responsibility of bidder. The subscription charges, license fees (if any) shall be in bidders scope.	The subscription charges or license fees for the external data sources will be paid by MSEDCL as and when required or this need to be estimated beforehand and included in the commercials? Usually we have seen the bidding organization goes with the former model to avoid any last minute surprises.	No Change. As per RFP. The subscription charges & Licence fees, if any, need to be estimated beforehand and it is in Bidder's scope.
21	3.2.8 ENTERPRISE VISUALIZATION	Reports would be exportable to various format like xls*, csv, pdf and xml. Standard report templates should be provided along with images and logos of customer.	Is there a need of sharing the exported reports through mail/SMS as well. If yes, please mention if the bidder should also include the mail/SMS service providers costing in the commercials or not.	Bidder may integrate (if required) existing MSEDCL gateway of E-Mail and SMS services.
22	3.2.9 INVOICING AND VERIFICATION	System should be able to capture the invoices covering all type of charges received from various entities like NTPC, NHPC, etc.	1. Are the invoices a digital copy or hard copy ? 2. In case of digital copy, please elaborate on the format of the received invoices.(pdf, excel, word etc.) 3. The processing of the invoices mean, extracting the required information from the invoices and storing the extracted data in agreed format at one place. Is this understanding about processing invoices correct ? 4. Is there a need to storing the scanned/digital copy of the invoices at one place as well?	The invoices are raised by Generators and same needs to verify based on 15 minute time block wise SEA & REA data which is made available at SLDC DSM portal and WRPC website. Further Transmission charges invoices are raised by STU & CTU & same needs to be verify based on data available on WRPC website.DSM bills, MSEDCL actual drawal at T-D interface is available in MSLDC DSM software and same needs to be check with realtime schedule data stored at day end of each day. Any discrepancy in day end schedule & schedule used in preparation of DSM bills needs to be checked.
23	3.2.9 INVOICING AND VERIFICATION	There should be separate templates for different type of bills ensuring error free bill entry by the data entry operators	1. As per our understanding, these bill templates need to be in format of forms, wherein mandatory fields need to be highlighted and it should not get uploaded/generated unless all the mandatory fields are filled by the data operators. Is the Understanding correct? 2. How many of such bill templates, the bidders should expect? 3. What would be the complexity of the these bill templates? 4. Where these bills need to be generated from? IS there any existing web portal wherein the data entry operator would login and generate the bill.	The invoices are raised by Generators and same needs to verify based on 15 minute time block wise SEA & REA data which is made available at SLDC DSM portal and WRPC website. Further Transmission charges invoices are raised by STU & CTU & same needs to be verify based on data available on WRPC website.DSM bills, MSEDCL actual drawal at T-D interface is available in MSLDC DSM software and same needs to be check with realtime schedule data stored at day end of each day. Any discrepancy in day end schedule & schedule used in preparation of DSM bills needs to be checked.

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24	3.2.9 INVOICING AND VERIFICATION	There should be minimum three level (or as suggested) approval before final submission of the bill	<p>1. Please elaborate on the approval process. Does the approval need to happen over mails or the approver need to login to the same portal, wherein the data entry operator logs in and generates the bill ?</p> <p>2. Is the approval linear only or is there a requirement of parallel approvals as well?</p>	As per RFP.
25	3.2.9 INVOICING AND VERIFICATION	<p>Verification of schedule of power against Standby power to Mumbai DISCOM &amp; invoice raising to concern DISCOM from MSEDCL</p> <p>☒ Verification of DSM bill issued by MSLDC &amp; WRPC</p> <p>☒ Verification of T-D Interface point meter data received from MSLDC on daily basis against data submitted with Weekly DSM bill</p> <p>☒ Verification of EHV consumer monthly energy recorded in MSEDCL bill vis-à-vis energy computed based on monthly 15 minute data submitted by MSLDC with DSM bills</p>	The different verification mentioned in this clause are separate verification processes. Is the understanding correct ? If yes, how many levels of verification are there at max?	As per RFP.
26	3.2.13 TRAINING	The service Providers have to deploy one full time resident engineer in each shift at MSEDCL Headquarters (Power purchase Cell/LM cell) for full time support / assistance on development and continuous support	<p>1. What are the shift timings for MSEDCL?</p> <p>2. The resident engineer is expected to be available dedicatedly at MSEDCL headquarters till go live i.e. 6 months or after that till the maintenance phase as well. Please confirm.</p>	Please refer revised RFP (3.2.14 HAND-HOLDING)
27	Penalties and Payment:	Forecast accuracy level must be within the range of $\pm 1\%$ on each day basis. In absence of accuracy level as prescribed (i.e. within the range of $\pm 1\%$ on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day.	<p>We request to omit this clause as this is highly specific and in our experience we have not seen such kind of clause which allocates penalties as per the forecast accuracy. However, we are bind to achieve the forecast accuracy of <math>\pm 1\%</math>.</p> <p>OR</p> <p>Kindly modify the clause as "Forecast accuracy level must be within the range of <math>\pm 5\%</math> on each day basis. In absence of accuracy level as prescribed (i.e. within the range of <math>\pm 5\%</math> on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day."</p>	Refer revised RFP

5	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response														
28	BILLING AND PAYMENT TERMS	<p>Sr.no. Milestone Description Payment Milestone</p> <p>1 Software Licenses Cost with 1 year warranty : 100 % to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration.</p> <p>2 Operational Training 100% to be paid upon Successful Training.</p> <p>3 Implementation Cost Acceptance test – UAT 20%, Go-Live 50%, Stabilization 30%.</p> <p>4 Software ATS Cost for 4 years : After one year warranty period, ATS Cost to be paid for 4 years at the end of each year from second year onwards during contract period.</p> <p>5 FMS for 5 years : After successful Final Stabilization Acceptance of system, to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years.</p> <p>6 Cloud Service Cost for 5 Years: The Cloud Services cost will start from date of Final Stabilization Acceptance. To be paid quarterly at the end of each quarter for 5 years.</p>	<p>Kindly consider below suggestions regarding payment Terms.</p> <table border="0"> <tr> <td><b>Payment Clauses</b></td> <td><b>Our Suggestions</b></td> </tr> <tr> <td>1 Software Licenses Cost with 1 year warranty</td> <td>100 % to be paid upon delivery of Licenses</td> </tr> <tr> <td>2 Operational Training</td> <td>100% to be paid upon Successful Training</td> </tr> <tr> <td>3 Implementation Cost</td> <td>Project Blueprint 20%, Software Installation 30%, UAT 30%, Go-Live 20%</td> </tr> <tr> <td>4 Software ATS Cost for 4 years</td> <td>After one year warranty period, ATS Cost to be paid for 4 years at the beginning of each year from second year onwards during contract period</td> </tr> <tr> <td>5 FMS for 5 years</td> <td>After successful Go-Live, to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years</td> </tr> <tr> <td>6 Cloud Service Cost for 5 Years</td> <td>The Cloud Services cost will start from date of Software Installation. It will be paid in 2 parts: one-time setting up charges on submission of proof of cloud instance - 10% of Cloud Cost, balance 90% to be paid quarterly at the end of each quarter for 5 years</td> </tr> </table>	<b>Payment Clauses</b>	<b>Our Suggestions</b>	1 Software Licenses Cost with 1 year warranty	100 % to be paid upon delivery of Licenses	2 Operational Training	100% to be paid upon Successful Training	3 Implementation Cost	Project Blueprint 20%, Software Installation 30%, UAT 30%, Go-Live 20%	4 Software ATS Cost for 4 years	After one year warranty period, ATS Cost to be paid for 4 years at the beginning of each year from second year onwards during contract period	5 FMS for 5 years	After successful Go-Live, to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years	6 Cloud Service Cost for 5 Years	The Cloud Services cost will start from date of Software Installation. It will be paid in 2 parts: one-time setting up charges on submission of proof of cloud instance - 10% of Cloud Cost, balance 90% to be paid quarterly at the end of each quarter for 5 years	Please refer revised RFP.
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1 Software Licenses Cost with 1 year warranty	100 % to be paid upon delivery of Licenses																	
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29	O.iv	<p>Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value for the IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION as per criteria defined in this document. The Performance Bank Guarantee should be valid from the date of start of the project for 69 months and additional 6 months claim period required.</p>	<p>Please refer Govt Notification from Department of Expenditure - Office Memorandum No. F.9/4/2020-PPD of Ministry of Finance, Govt. of India dated 30th December 2021.</p> <p>We would request MSEDCL to kindly revise the PBG as 3% of the contract value.</p>	No Change. As per RFP.														
30	15	<p>Proposals must remain valid up to 180 (One Hundred &amp; Eighty) days from the last date of submission of the Bids.</p>	<p>We request to consider 90 Calendar Days from the Date of Submission of Bid</p>	No Change. As per RFP.														
<b>Bidder 4</b>																		
31	4.1.2.1-3	<p>Section - 4 ELIGIBILITY TO BID</p> <p>The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22). If the.....</p>	<p>We understand that estimated cost of this project is Rs. 47.34 Crores as mentioned in documents related to this project available on your website.</p> <p>Hence, we request you to reduce this requirement to "average annual turnover of Rs. 70 Crores" instead of Rs. 100 Crores.</p> <p>Sir, this will open-up competition and more participation, leading to maximum value to your project. Also note - as per CVC guideline for tendering, annual turnover should be 30% of estimated cost.</p>	Please refer revised RFP.														

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32	4.1.2.1-5	<p>Section - 4 ELIGIBILITY TO BID</p> <p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.</p>	<p>Sir, technologies of artificial intelligence (AI) and machine learning (ML) are emerging technologies. These are being implemented in various other domains having requirements equally challenging as required in your project. Projects having extensive uses of AI &amp; ML technologies have been implemented in many critical infrastructure projects.</p> <p>We request you to remove the specific domain of "Load Forecasting Solution" and accept projects having extensive uses of AI &amp; ML technologies in other critical infrastructure projects.</p> <p><u>This will provide a level playing field for all other companies who have implemented these technologies in other domains.</u></p> <p>Clause 4.1.2.2 is for "Qualification Criteria for OEM of Demand Forecasting and Analytics Solution" and we request you to consider the project implemented by OEM for above criteria as well.</p> <p>Also note that in OEM's qualifications wherein you have recommended OEM mentioned in Gartner's quadrant for "Data Science and Machine Learning". "Data Science and Machine Learning" is standard key-word instead of "Demand Forecasting &amp; Analytics Solution". We understand that there is no category "Demand Forecasting &amp; Analytics Solution".</p> <p>Sir, accepting our recommendation, will open-up competition and more participation, leading to maximum value to your project.</p>	Please refer revised RFP.
33	4.1.2.1-7	The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	<p>Sir, this requirement can be relaxed to 50 to 100 employees instead of "at least 500 employees".</p> <p>In our opinion, actual personnel required to work on your project won't be more than 10 (ten).</p>	Please refer revised RFP.
34	4.1.2.2-1	The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report.	Having OEM in Gartner's Magic Quadrant is restrictive for other OEMs who do not subscribe to Gartner's initiative. You are kindly requested to remove this requirement.	Clause Deleted
35	4.1.2.2-2	<p>The proposed Demand Forecasting &amp; Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost.</p> <p>The same should be, successfully deployed and should be operational in more than 5 Power Utilities globally, out of which at least 2 power utilities should be in India, in past 5 years.</p>	<p>Sir, we request to remove the requirement of experience in implementing similar solution in at least 2 Power Utilities in India.</p> <p>Specific count of 5 (five) globally and 2 (two) in India looks to be helping one particular OEM only.</p> <p>Removing specific count of projects globally and in India, will help us to choose best OEM and to be competitive.</p>	Please refer revised RFP.
36	4.1.2.2-3	The entire Demand Forecasting and analytics solution, comprising of Data Preparation, Visualization, Forecasting, Machine Learning, Optimization, Streaming Analytics modules should be from single OEM.	<p>This looks to be restrictive and specific to one particular OEM.</p> <p>You are requested to allow us to use multiple OEMs to submit competitive bid in the interest of the project.</p>	Clause Deleted

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37	.DD-iii-1	The entire Demand Forecasting and analytics solution, comprising of Data Preparation, Visualization, Forecasting, Machine Learning, Optimization, Streaming Analytics modules should be from single OEM.	<p>You are kindly requested to consider paying 20% of the total project cost as mobilization advance against the submission of equal amount of Bank Guarantee (BG).</p> <p>You are also requested to give 80% of the software licenses cost against the delivery of these licenses in the name of your organization</p> <p>This would help us to minimize our finance cost in project's cash-flow leading to competitive commercials for your Project.</p>	Please refer revised RFP.
38	.11	Bid Submission Date	Sir, request you to provide minimum 4 weeks for the submission from the last date of your publishing/releasing the last corrigendum for this project.	Please refer schedule of events in eTender portal.
<b>Bidder 5</b>				
39	4.1.2 Qualification of the Bidder 4.1.2.1 Qualification criteria for Bidder	<p>Bidder:</p> <p>1. The bidder should be an individual organization registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms in India who fulfils the eligibility criteria.</p>	<p><b>Request you to amend the clause as given</b></p> <p><b>Bidder:</b></p> <p>The bidder should be an individual organization or a consortium of a maximum of two (2) organizations registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms in India who fulfils the eligibility criteria.</p> <p>In the case of a consortium, each member should fulfil this criterion separately.</p>	Please refer revised RFP.
40	4.1.2 Qualification of the Bidder 4.1.2.1 Qualification criteria for Bidder	<p>The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22).</p> <p>If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.</p>	<p><b>Request you to amend the clause as given</b></p> <p>The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22).</p> <p>If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.</p> <p>In case of consortium, all Consortium members together should meet the requirement.</p>	Please refer revised RFP.
41	4.1.2 Qualification of the Bidder 4.1.2.1 Qualification criteria for Bidder	<p>5. Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects whose go- live declared before date of publishing this tender shall be considered.</p>	<p><b>Request you to amend the clause as given</b></p> <p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>In case of consortium, any one of the Consortium member should meet the requirement.</p>	Please refer revised RFP.
42	4.1.2 Qualification of the Bidder 4.1.2.1 Qualification criteria for Bidder	<p>4. The Bidder should have positive net worth for last three audited financial years (2019-20, 2020-21, 2021-22). If the audited financial sheets of FY 2021-22 is not available, then the Net Worth of last 3 Audited Financial Years ( 2018- 19, 2019-20, 2020-21) will be considered.</p> <p>Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p>	<p><b>Request you to amend the clause as given</b></p> <p>The Bidder should have positive net worth for last three audited financial years (2019-20, 2020-21, 2021-22).</p> <p>If the audited financial sheets of FY 2021-22 is not available, then the Net Worth of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p> <p>In case of consortium, net worth criteria shall be fulfilled by all consortium members separately</p>	Please refer revised RFP.



S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
43	4.1.2 Qualification of the Bidder 4.1.2.1 Qualification criteria for Bidder	The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities	Request you to amend the clause as given The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities. In case of consortium, all Consortium members together should meet the requirement.	Please refer revised RFP.
44	5. General conditions of contract 5.1 Definitions	No Consortium shall be allowed.	Please clarify the same. Request you to allow consortium.	Consortium allowed. Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 6</b>				
45	3.2.1 Demand Forecasting, Point-b Page no-13	"The module should include a forecast model customised based on local conditions across the MSEDCL supply area (at least District wise)/ Zone Wise/ region wise and should be capable of generating the following"	<p><b>Suggested Change:</b> "The module should include a forecast model customised based on local conditions across the MSEDCL supply area (at least District wise)/ Zone Wise/ region wise and should be capable of generating the following"</p> <p><b>Rationale:</b> We are controlling the demand met at MSEDCL level. It is advisable to manage and control the demand upto next hierarchy by creating dashboard pages. Considering the same it is advisable to forecast demand upto next hierarchy which is at regional level. It is logical to have an optimum number of forecasts (less than 9) so that it is easy for the management of MSEDCL to monitor, analyse and control the data. Thus, we request you to create forecasting at regional level. It is also in line with the fact that the forecast performance metric is with reference to the demand met at MSEDCL level.</p>	No Change. MSEDCL has a Demand data of each EHV substation. Hence Demand forecasting at least on District/circle level basis is possible.
46	3.2.1 Demand Forecasting, Point-d, Page No-14	i. "Forecasting of generation for Distribution connected Generation source for wind, solar ii. Analysis of power purchase cost after integration of RE The system must have the ability to estimate irrigation load based on agro climatic zone macro soil quality & crop. The system must generate separate forecast purely for irrigation load. Kindly note that demand forecasted shall be schedulable demand at T-D interface points. Further demand shall also be forecasted at Distribution end considering impact of Distributed Generation including Roof Top Solar."	<p><b>Suggested Change:</b> i. <del>"Forecasting integration of generation for Distribution connected Generation source for wind, solar-</del> ii. Analysis of power purchase cost after integration of RE The system must have the ability to estimate irrigation load based on feeder data provided by MSEDCL on agro climatic zone macro soil quality &amp; crop. The system must generate separate forecast purely for irrigation load system must have the ability to estimate irrigation load based on agro climatic zone macro soil quality &amp; crop based on data provided. Kindly note that demand forecasted shall be schedulable demand at T-D interface points. Further demand shall also be forecasted at Distribution end considering impact of Distributed Generation including Roof Top Solar."</p> <p><b>Rationale:</b> Generator is best placed to forecast renewable generation, only integration of renewable is advisable. Historical data is required to provide an estimation for irrigation load. It is difficult for the bidder to capture the data on soil quality &amp; Crop data from outside agency and this might be beyond the scope of work. The distributed generation is a part of total demand met which is already being taken into account while forecasting demand, thus its already a subset of the total generation in the State. Additionally, it is not possible to access the capacity addition of distributed generation such as rooftop solar on day to day basis by the bidder. Existing data can be used to forecast the past trend, however additional data would be required from MSEDCL in order to do the forecast.</p>	<ol style="list-style-type: none"> <li>1. The data size has to be decided by bidder.</li> <li>2. Minimum Yearly data should be available.</li> <li>3. Bidder may visit MSEDCL office for more information.</li> <li>4. Minimum 20 users, may be increased in future as per MSEDCL requirements</li> <li>5. Bidder has to decide</li> <li>6. Query not clear.</li> </ol>
47	3.2.4 Energy Portfolio Management System, Point -D(f) Page No-19	"Sale of URS power by Generator (which is surrender by MSEDCL) in Market & sharing of its gain analysis."	<p><b>Suggested Change:</b> "Sale of URS power by Generator (which is surrender by MSEDCL) in Market &amp; sharing of its gain analysis as per data provided by MSEDCL." <b>Or</b> "The bidder will develop a portal where the data can be updated for Sale of URS power by Generator (which is surrender by MSEDCL) in Market &amp; the bidder must sharing of its share a gain analysis of the same".</p> <p><b>Rationale</b> The details on sale of power under URS will not be known to the bidder for products like TAM. The price is also a component of multiple factors like exchange price, exchange fee etc. If MSEDCL does not have a place to compile this data, we suggest to make a portal for the Generators, where they can fill all the details, which can be directly integrated to the main dashboard. This aspect could be included in the scope of Work.</p>	The data of power surrendered by MSEDCL from its contracted generators is available on WRPC website and bidder can use same for its analysis. And sale of URS power by Generator is also available in its schedule which is also available on RLDC website. As regards to Market rate, same are available on website of concern Energy Exchange like IEX. Accordingly bidder can compute Gain to Generator based on its Variable cost and other Transaction charges.
48	3.2.4 Energy Portfolio Management System, Point -D (K) Page No-19	"Coal Analysis"	<p><b>Clarification</b> Request you to clarify the functions under 'Coal Analysis'. Does it mean monitoring the coal data and analysis of the same for the plants, or does it involve optimisation of coal.</p> <p><b>Rationale</b> Coal optimisation will involve multiple factors like volume and price optimisation, which will involve additional cost, thus affecting the overall estimated cost of the project.</p>	Coal Analysis includes following: i. Macro-Level analysis of Availability of Coal from domestic and Imported market for the period up to FY 2035-36 ii. Domestic coal availability to be studied on the basis of data/reports published by CIL and information made available by CIL through communication and its impact on availability . iii. Imported Coal availability to be assessed based on demand supply position in international markets (majorly Indonesian/South African and Australian markets) and to be based on reports published by Govt. entities of these Countries

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
49	3.2.7 Real Time Network Monitoring and Demand Management Page-23 & 24	"The system should generate exception report showing list of feeders where Load shedding protocol/directives not followed from field offices" The system should categories load/feeders into essential/ non- essential with priority for load shedding, if required. The demand management system should be able to generate merit order for load relief considering parameters like loss area / tariff realization. Please note that it should cover all 33kV Substations"	<b>Clarification</b> 1) Will MSEDCL be providing the data on the list of feeders as per their hierarchy in order to generate 'exception report showing list of feeders where Load shedding protocol/directives not followed'. 2) Will MSEDCL notify the essential and non-essential feeders. If the bidder needs to categorise it on behalf of the MSEDCL, MSEDCL must mention the criteria on which Essential /Non- Essential is defined. 3) Will MSEDCL provide the data at the granularity, the Tariff realisation is to be checked, please clarify. Additionally, do we have an existing system for Tariff Realisation. <b>Rationale</b> 1) The data on feeder is not a public data and must be provided by MSEDCL. 2) The parameters that define essential and non-essential may vary depending on state to state. Thus, MSEDCL must provide a parameter to the bidders, if it expects the bidders to categorise the feeder. 3) The Tariff realisation data and Feeder data must be available at the same level of granularity, otherwise a higher of the two will be taken in consideration, which might not give the right picture.	1. Yes, AMR/MRI data of all feeders which is available in MDAS of MSEDCL will be provided. 2. Yes. As regards to Priority or categorisation of feeders into Essential/ non-essential, same will also provide by MSEDCL But there shall be provision in software for user to edit it whenever required. 3. The feeders are categorised into various Groups. based on DCL wherein Dist Loss & collection efficiency is taken into account. At present feeders are categorised into A, B, C, D, E , F , G1, G2 & G3 groups wherein Feeders in A groups are having less DCL whereas G3 is having higher DCL.
50	3.2.9 Invoicing and Verification Page No-26	"Reactive Energy bill verification issued by MSLDC & WRPC"	<b>Suggested Change:</b> "Reactive Energy bill verification portal for all issued bills by MSLDC & WRPC will be created by the bidder". <b>Clarification</b> What is the current methodology for calculation of Reactive Energy Bill? Additionally, do we have an existing system from where this data can be fetched and integrated. Please clarify if we have to create a bill verification portal? <b>Rationale</b> If MSEDCL does not have a place to compile this data, we suggest to make a portal for the Generators, where they can fill all the details, which can be directly integrated to the main dashboard. This aspect could be included in the scope of Work. The cost of the same has been built in the estimated cost of the project.	Bidder shall develop Module for Verification of all Bills issued by MSLDC & WRPC for Reactive Energy. At present reactive Energy bill is generated by WRPC only and data of same is available on its website. There is provision in DSM as well as State Grid code for Reactive Energy Billing but its procedure is under finalisation from MSLDC. Once same is finalised, it will be available on MSLDC DSM portal, from where bidder can access the data for verification.
51	3.2.12 Database Management Page -27	"The system shall store all Transmission constraint & Schedule of Generation sources of MSEDCL contracted for system constraint"	<b>Suggested Change</b> "The system shall store all Transmission constraint & Schedule of Generation sources of MSEDCL contracted for system constraints <b>based on data provided by MSEDCL.</b> " <b>Rationale</b> The data is not publically available and will not be possible for the bidder to obtain from other market sources. MSEDCL is best placed to share this data.	The Transmission constraint data like time,date & events is available on state DSM portal. The bidder shall access the same to categories concerned generation schedule into transmission constraint & store accordingly
52	Period of Contract Page -27	<b>Contact Period</b>	<b>Clarification</b> Please clarify the contract period to of the assignment. It is mentioned to be 69 months at few places, while at few other places, it is mentioned as 3 years (Clause 5.6.A.e) <b>Rationale</b> The contract period can be further subdivided into following heads: <input checked="" type="checkbox"/> Implementation:6 Months <input checked="" type="checkbox"/> Go-Live:1 Month <input checked="" type="checkbox"/> Stabilisation of the system:2 Months <input checked="" type="checkbox"/> AMC:60 Months May kindly align the tender document on the contract period.	Refer Revised RFP.
53	3.2.16 Loss Reduction Analytics Page-33	<b>Loss Reduction Analytics</b>	<b>Clarification</b> Please clarify if the bidder's role involve data gathering, its analysis, fetching and integration of data or development of the portal. <b>Rationale</b> If it involves development of the whole system, the cost of the same has to be built in the estimated cost of the project.	Please refer detailed scope of work in RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
54	3.2.22 Operational Support and Maintenance of the Solution Page-36	"OEM Support: The bidder should have a back-end support agreement/ arrangement for Business Analytics and Energy Load Forecasting Solution support with the Original Equipment Manufacturers (OEMs) for the entire project period. It is mandatory for the bidder to provide Manufacturer's Authorization Form #13 (MAF) from OEMs of both software and hardware with the bid."	<b>Suggested Change:</b> "OEM Support: The bidder should have a back-end support agreement/ arrangement for Business Analytics and Energy Load Forecasting Solution support with the Original Equipment Manufacturers (OEMs) for the entire project period. It is mandatory for the bidder to provide <b>Form 12</b> <del>Form #13 (MAF)</del> from OEMs of both software and hardware with the bid. <b>In case the OEM is bidder himself, Form #12 is not required."</b>  <b>Rationale:</b> <b>The EPM solution of Mercados is proprietary and Mercados participates directly in tenders as a bidder. In case the bidder and the OEM is the same, the bidder is already committing for execution of the scope of work in form of a EMD and PBG and thus, the Manufacturer's Authorisation is not required. Hence, the requirement of submitting a Manufacturer's Authorisation can be dispensed with in case where the Bidder is the OEM itself.</b>	Typographical error corrected. Refer revised Clause 3.2.22 of RFP.  In case the OEM is the bidder himself, a self-certified MAF should be submitted.
55	4.1.2.1 Qualification criteria for Bidder, Point -3 Page No-52	<b>Turnover Criteria:</b> "The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22). If the audited balance sheet of FY 2021- 22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.	<b>Suggested Change:</b> "The bidder must have minimum average annual turnover of Rs. <del>15-100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22).</del> If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years (2018-19, 2019-20, 2020-21) will be considered.  <b>Rationale:</b> The turnover criteria is very high given the annual value of work which is required to be delivered under the instant assignment. It is respectfully submitted that as per CVC guidelines [Office Memorandum No. 12-02-1-CTE-6 dated 17th December 002] the "Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost". This is also reiterated in the Manual for Procurement of Consultancy and Other Services, 2017 issued by the Govt. of India, Ministry of Finance, DoE. The turnover criteria of Rs. 100 crores would restrict wider participation of experienced firms such as Mercados which is successfully implementing this solution in several States in India.	Please refer revised RFP.
56	4.1.2.1 Qualification criteria for Bidder, Point -5 Page No-53	"Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below: i. Experience in single project costing not less than the amount equal to <b>Rs. 32 Crores (without taxes)</b> OR ii. Experience in two projects each costing not less than the amount equal to <b>Rs. 20 Crores (without taxes)</b> OR iii. Experience in three projects each costing not less than the amount equal to <b>Rs.16 Crores (without taxes)</b> <b>Note:</b> 1. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered. 2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. 3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. 4. At least one of the project in above experience, shall be for implementation of proposed OEM solution."	<b>Suggested Change:</b> "Bidder shall have experience of implementation of Load Forecasting solution / <b>optimisation / portfolio management / trade desk operations</b> using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below: i. Experience in single project costing not less than the amount equal to <b>Rs. 32 Crores (without taxes)</b> OR ii. Experience in two projects each costing not less than the amount equal to <b>Rs. 20 Crores (without taxes)</b> OR iii. Experience in three projects each costing not less than the amount equal to <b>Rs.16 Crores (without taxes)</b> <b>Note:</b> 1. For above experience, completed projects and ongoing projects whose go-live declared before <del>bid due date of publishing this tender shall be considered. Alternately, the bidder can submit client certificate certifying the value of work completed in case of ongoing projects.</del> 2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. 3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. 4. At least one of the project in above experience, shall be for implementation of proposed OEM solution."  <b>Rationale:</b> Energy Portfolio Management services comprise of various activities including Load Forecasting, Scheduling, Optimisation, Price Forecasting, Trade desk operations, etc. However, the credential sought is only for Load Forecasting which is just one part of the scope of Energy Portfolio Management services. It is requested that the suggested change of including other aspects of EPM services such as optimisation / portfolio management / trade desk operations would enable wider participation of firms in the instant tender. It is also requested that client certificate certifying the value of work completed may be accepted in case of ongoing projects. Additionally, the projects where go-live is awarded before the bid due date may kindly be accepted instead of before the tender publishing date.	Please refer revised RFP.
57	4.1.2.1 Qualification criteria for Bidder, Point -7 Page No-54	"The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities."	<b>Suggested Change:</b> "The bidder must have at least <del>50-500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities."</del>  <b>Rationale:</b> Mercados is a consultancy firm focussing only on energy advisory. The criteria of 500 employees is too high for a sector focussed firm which is not multi-disciplinary. It is a deterrent for enabling participation of experienced firm such as Mercados to participate in the instant tender.	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
58	4.1.2.2 Qualification Criteria for OEM of Demand Forecasting and Analytics Solution, Point -1 Page -54	"The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report."	<b>Suggested Change</b> <del>"The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report."</del>  <b>Rationale</b> This clause may kindly be deleted. This clause is very restrictive as it limits the participation of firms such as Mercados who are market leaders in India handling 45 GWs of capacity under Energy Portfolio Management services. It also restricts the participation of Indian firms and is against the essence of Atma Nirbhar Bharat.	Clause Deleted
59	4.1.2.2 Qualification Criteria for OEM of Demand Forecasting and Analytics Solution, Point -2 Page -54	"The proposed Demand Forecasting & Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The same should be, successfully deployed and should be operational in more than 5 Power Utilities globally, out of which at least 2 power utilities should be in India, in past 5 years".	<b>Suggested Change</b> "The proposed Demand Forecasting & Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The same should be, successfully deployed and should be operational in more than <del>2</del> <b>Power Utilities 5 Power Utilities globally, out of which at least 1</b> <del>2</del> <b>govt. power utilities should be in India, in past 5 years."</b>  <b>Rationale</b> The criteria for 5 Projects seems to be very high. In India, only 7 States have implemented load forecasting solutions out of which only 4 States have implemented complete Energy Portfolio Management software services, remaining 3 have only implemented forecasting software. Hence, the criteria may kindly be reduced to ensure participation of firms having experience in India.	Please refer revised RFP.
60	5.7 Force Majeure Page -74	"If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Bidder in respect of such non- performance or delay in performance. However, in the event of the EMPLOYER having agreed, the services under the Contract shall be resumed after such Event has come to end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 months and the EMPLOYER not having terminated the Contract by that time, the two parties shall consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract."	<b>Suggested Change</b> "If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God, strikes and lockout, <b>cyclones, unplanned, outages, feeder tripping, lack or inaccuracy of SCADA data, etc.</b> (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however, affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However, in the event of the EMPLOYER having agreed, the services under the Contract shall be resumed after such Event has come to end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 months and the EMPLOYER not having terminated the Contract by that time, the two parties shall consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract."  <b>Rationale</b> Issues such as cyclones, unplanned, outages, feeder tripping, lack or inaccuracy of SCADA data, etc. may lead to significant increase in the error rate. Since these unforeseen events and not attributable to the bidder, therefore we request you kindly include these events under Force Majeure clause. It is respectfully submitted that the proposed inclusions in the definition of force majeure were included in the previously published tenders for FPM services by various States.	No Change. As per RFP.
61	6.DD Billing and Payment Terms, Point -5 Page -94	"FMS for 5 years After successful Final Stabilization Acceptance of system, to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years"	<b>Suggestion Change</b> "FMS for <del>5 years</del> <b>69 Months</b> . After successful Final Stabilization Acceptance of system, <b>FMS to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years</b> <del>69 Months</del> "  <b>Rationale</b> The manpower will be deployed for a period of 69 months and even during initial period for development of the solution, the manpower will be required to gather the required data, execute bidding functions. Such activities start from the first week itself. Thus, FMS should be for a period of 69 months.	Please refer revised clause in RFP.
62	6.DD.Billing And Payment Term, Part – iii(b), Page -94	<b>Penalties and Payment</b> "b) Forecast accuracy level must be within the range of ±1% on each day basis. In absence of accuracy level as prescribed (i.e. within the range of ±1% on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day."	<b>Suggested Change</b> "b) Forecast accuracy level must be <del>within the range of ±1% on each day basis</del> <b>be as per Clause 6. UU "Service Levels Agreement (SLA)".</b> In absence of <del>accuracy level as prescribed (i.e. within the range of ±1% on each day basis)</del> <b>accuracy level as prescribed (i.e. within the range of ±1% on each day basis)</b> <del>no payment (as per sr. 5 of above payment schedule table) shall be made for that day.</del> <b>the bidder would be penalised accordingly."</b>  <b>Rationale</b> The penalty clause at page 94 may kindly be aligned with Clause UU at Page 99.	Forecast accuracy level must be as per clause 6. UU "Service Level Agreement (SLA)". In absence of accuracy level as prescribed, the bidder would be penalised accordingly.
63	6.55. Profiles Of Teams Page-97	"The bidder shall submit the details of experience with proof as per the format in Form #3"	<b>Clarification:</b> Form #3 is not given, please provide the same.	Clause Deleted. Refer Revised RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
64	6.UU. Service Levels Agreement (SLA). Point -1 Page-99	"Day Ahead Forecast >=97% accuracy over minimum 60% of time for cumulative of 96 buckets per day X 30 days (G) >=95% <97% accuracy over minimum 15% of time for cumulative of 96 buckets per day X 30 days (H) >=90% <95% accuracy over minimum 15% of time for cumulative of 96 buckets per day X 30 days (I)"	<b>Suggested Change</b> "Day Ahead Forecast >=97% accuracy over minimum 60% of time for cumulative of 96 buckets per day X 30 days (G) >=95% < <del>97%</del> accuracy over minimum <del>15%</del> <b>75%</b> of time for cumulative of 96 buckets per day X 30 days (H) >=90% < <del>95%</del> accuracy over minimum <del>15%</del> <b>90%</b> of time for cumulative of 96 buckets per day X 30 days (I)"  Rationale The cumulative value, logically must be aggregation of the previous range. <del>Additionally, request you to also define the error calculation methodology.</del>	Please refer revised clause in RFP.
65	Form 5, Point 6 Page-	"AWS Cloud Service Cost for 5 Years"	Clarification Is the Cloud service agnostic or does it have to be AWS only.	Refer Revised RFP. Form #5 SI#6
66			As per Clause system 4.1.2.2(4), "the proposed solution should be cloud vendor agnostic and could be deployed on any MeitY approved cloud in future." Please Clarify.  AWS does not assure the back-up data in India. Thus it is not advisable to restrict the Cloud service to AWS Cloud only.	Refer Revised RFP. Form #5 SI#6

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 7</b>				
67	Pre-qualification criteria (PQR)		<p>Current PQR as is favors monetary value instead of material value which is against the fundamental principle of Quality Cost based selection. The Emphasis should be on technical criteria rather than such monetary / financial criteria. Given the advancement made in recent years in the field of AI and ML which the project heavily draws from, it becomes even more critical.</p> <p>a) Qualification criteria is based on monetary value of the project instead of material value of the project which means if the project was done for the geography where the cost is higher will have an advantage just because it was done for a high-cost geography.</p> <p>b) Pre-Qualification criteria should be hence linked to material value not monetary value of the project.</p> <p>i) What was delivered with what quality should be the sole criteria for assessing the bidder</p> <p>ii) Monetary value by no means reduces the material value of the project delivered particularly when the project is high on intellectual property, which is typically the case in such project where both the material value as well as the quality is determined by the intellectual properties and know how.</p> <p>c) Give that the PQR puts more emphasis on monetary value without given much weightage to material value, it favors those from developed world. It puts indigenous players on the back foot given that so far no utilities of deployed any AI/ML based forecasting and energy management system of such value. Only more developed utilities in developed world would have had such value deployment.</p> <p>d) The Material value should be the sole criteria to ensure those with proven technology get the opportunity to prove themselves instead of those with financial muscle.</p> <p>e) Platforms which have performed with Indian utilities with significant Agri lead demand should get higher weightage: We further like to add that any technology which has worked in more developed world with predominantly urban load is bound to fail for utilities of the like of MSEDCL which has significant Agricultural load which is the most volatile of all loads.</p> <p>f) One OEM – ONE SI: An OEM should not and cannot be allowed to bid with multiple Sis.</p>	No Change. As per RFP.
68	Payment Terms		<p>As per payment terms significant payment is released on UAT sign off. Please note that this is not the IT automation project where requirement is drafted and signed off before the start of the project. The Requirement Specification and drafting of UAT details will take place with those Sis who are selected as successful bidder. Which implies the successful bidder gets the payment as per specified UAT criteria. Please note that in order to ensure that the model is validated across all seasons we are looking at minimum 12 months of cycle in order to truly understand how the model is working across all weather conditions. In the best interest of discom we recommend the following</p> <p>a) Not more than 15% of the value of the project should be paid on UAT</p> <p>b) Rest 85% should be paid in equal monthly installment contingent on Accuracy achieved for the month.</p> <p>c) If the accuracy is below desired threshold, no payment shall be made</p> <p>d) If the accuracy achieved is below threshold for 3 consecutive months, the services of the vendor to be discontinued.</p>	No change as per suggestion. However, refer revised payment terms in RFP
69	Intellectual Properties vs Gartner ratings:		<p>What is more important Gartner quadrant or Patents: needless to say that relevant intellectual properties should be given higher weightage than the garner rating which is irrelevant given that there is no Garner rating for AI/ML based application which are meant specifically for utilities. These are generic rating for Analytics consulting / related fields which has least relevance to utilities. It merely serves the purpose of favoring those with such rating over those who may not have since they do not think its relevant.</p>	Clause no. 4.1.2.2 (1) from OEM QR deleted

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
70	General		<p>Key components which are missing:</p> <p>a) Agri led Demand: MAHAVITARAN has significant exposure to irrigation led energy demand. The DISCOM is fully aware that the irrigation led energy demand is the most volatile component of its demand mix. However limited emphasis has been given to this. Please note that any platform / model which has not been tested in such environment will have limited probability to succeed. Please note that the developed world has mostly urban load ( US &lt;= 2% irrigation led energy demand). Any platform / solution which refers to its experience in developed world will have limited luck to succeed with Indian utilities which has significantly high exposure to agriculture load.</p> <p>b) Ignorance of distributed solar: Current tender does not speak of integrating the KW scale distributed solar. These behind the meter solar arrays individually may not be significant but in aggregate they are significant. Such behind the meter arrays aggregated capacities adds up to 100s of MW hence cannot be ignored. Furthermore, these behind the meter arrays makes both demand and generation invisible as they meet the local demand.</p>	<p>We have requested Forecasting of Distributed Generation which includes all Generation which is connected on 11 KV side of 33/11KV power transformer like Solar feeders and Rooftop solar. Hence MSEDCL has not ignored Solar Roof Generation &amp; its impact on Demand which will be measured by MSLDC at T-D interface point. Further regarding agricultural demand forecasting it is clearly specified under clause 3.2.1(d) that The system must have the ability to estimate irrigation load based on agro climatic zone macro soil quality &amp; crop. The system must generate separate forecast purely for irrigation load.</p>
71	General		<p>One -OEM - one SI: An OEM must not be allowed to partner with multiple SI as it allows them to fix the bid. This cannot be allowed.</p>	<p>No change. As per RFP.</p>
<b>Bidder 8</b>				
72	Contract Performance Security	<p>lv, Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value for the IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION as per criteria defined in the document. The Performance Bank Guarantee should be valid from the date of start of the project for <b>months and additional 6 months claim period</b> required.</p> <p>The bidders are expected to provide details (including extent of coverage and costs) of the performance guarantee / technical support that will be offered by them for each element of the IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION, viz: the <b>system and implementation services</b></p>	<p>We would like to draw your attention to the recent Circular No. F.9/4/2020- PPD Dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure approving reduction in the rates for all Performance Bank Guarantees against Contracts from 5 - 10% to 3% on account of slowdown of the economy due to Covid-19 pandemic. Please confirm that the same would be applicable to this bid.</p>	<p>Please refer revised RFP</p>
73	ii. Penalty for non- performance	<p>The Bidder has to respond to each Technical Specification Requirement (Refer <b>Section # 2</b>)</p>	<p>We request that penalty /LD of 0.5% is imposed only on the undelivered milestone subject to 10% of the Contract Value.</p>	<p>No Change. As per RFP.</p>
74		<p>The penalty structure for failing to meet the functional requirement are as detailed below:</p> <p>Time is the essence of the contract with respect to all provisions of this contract that specify a time for performance. In case the bidder fails to achieve the desired milestones at any stage within the time period agreed in the project plan, the Purchaser shall be entitled at his option to either</p> <p>(a) Recover Liquidated Damage @ 1/2% of the contract value+ GST if applicable for every complete week's delay or part thereof. The maximum L.D. shall be limited to <b>10%</b> of contract value AND/OR</p> <p>(b) to cancel the contract or a portion thereof, and if so desired to place order on other party at the risk and cost of the bidder.</p> <p>The total liability of the bidder on account of Liquidated Damages shall not exceed 10% of the total contract value.</p>		<p>No Change. As per RFP.</p>



S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
75	PERFORMANCE GUARANTEE/SECURITY DEPOSIT	<p>U, Within <b>14 (fourteen) days</b> of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of operational support, Product &amp; Implementation to an amount not less than Ten Percent (10%) of the Contract Price in accordance with the Conditions of Contract. The form of performance guarantee is provided in Appendix # 1 of the bidding documents may be used or some other form acceptable to the Employer. The performance guarantee shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank. The bank guarantee shall, if invoked, be encashable when presented in the branch office of such Bank located in Mumbai, Maharashtra.</p>	<p>We would like to draw your attention to the recent Circular No. F.9/4/2020- PPD Dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure approving reduction in the rates for all Performance Bank Guarantees against Contracts from 5 - 10% to 3% on account of slowdown of the economy due to Covid-19 pandemic. Please confirm that the same would be applicable to this bid.</p>	No Change. As per RFP.
76	AA, LIQUIDATED DAMAGES	<p><b>AA, LIQUIDATED DAMAGES</b>  i. The Bidder shall stand guarantee for the performance and output as envisaged in the tender specification  ii. In case of a delay in the deliverables (milestones) within the period stipulated in the agreement, the Bidder shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % + GST if applicable per week or part of week on the price, subject to a maximum ceiling of 10% reckoned on the total contract value. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Bidder, for which documentary evidence shall be produced to the satisfaction of the competent authority of MSEDCL. The decision of MSEDCL undersigned shall be final and binding on Bidder.  At any time after the placement of this order if the Bidder fails to fulfill the obligations arising out of this order MSEDCL will have the right to get the work done from any other agency for completing the remaining work at Bidder's risk &amp; cost.</p>	<p>We request that penalty /LD of 0.5% is imposed only on the undelivered milestone subject to 10% of the Contract Value.</p>	No Change. As per RFP.
77	a) Milestone Penalty:	<p><b>a) Milestone Penalty:</b>  For any delay as per Milestone of clause AA. LIQUIDATED DAMAGE beyond stipulated schedule, a penalty @1/2% +GST (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value. Thereafter MSEDCL reserve the right to cancel the contract.  b)Forecast accuracy level must be within the range of ±1% on each day basis. In absence of accuracy level as prescribed (i.e. within the range of ±1% on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day.</p>	<p>We request that penalty /LD of 0.5% is imposed only on the undelivered milestone subject to 10% of the Contract Value.  The yellow highlighted portion needs to be addressed by implementation team.</p>	No Change. As per RFP.
78	Bid Data Sheet	<p><b>2. Bid Data Sheet</b>  7. Bid Security/ Earnest Money Deposit (EMD)</p>	<p>We request for exemption of EMD for MSME registered in Maharashtra state.</p>	No Change. As per RFP.
79	Bid Data Sheet	<p><b>2. Bid Data Sheet</b>  11. Last date and time for Bid submission (on or before) Date: <b>29-08-2022</b>  Time: 17.00 Hrs.</p>	<p>We request for submission period of minimum 20 days from the date of release of response to pre-bid queries.</p>	Please refer calendar of events on eTender portal.
80	Eligibility to Bid	<p><b>4.1.2.1 Qualification criteria for Bidder</b>  The bidder should be an individual organization registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms in India who fulfils the eligibility criteria.</p>	<p>We request to allow consortium max. upto 2 to participate in the tender to encourage more participation.</p>	Consortitum allowed. Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
81	Eligibility to Bid	<b>4.1.2.1 Qualification criteria for Bidder</b> Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to <b>Rs. 32 Crores (without taxes)</b> OR ii. Experience in two projects each costing not less than the amount equal to <b>Rs. 20 Crores (without taxes)</b> OR iii. Experience in three projects each costing not less than the amount equal to <b>Rs.16 Crores (without taxes)</b>	There are very limited agencies with the given qualification, the existing clause restricts the number of bidder significantly due to which MSEDCL would not be able to achieve competitive pricing. We hence request for relaxation of this clause to any of the consortium partner having similar experience in 2 projects.	Please refer revised RFP.
82	Qualifying Requirements	<b>4.1.2.1 Qualification criteria for Bidder</b> The CSP (Cloud Service Provider) should be a MeitY empaneled CSP and STQC Audit Compliant.**	Since the CSP is defined in the bid, we understand that this clause would not be applicable.	Please refer revised RFP.
83	Qualifying Requirements	<b>4.1.2.1 Qualification criteria for Bidder</b> The bidder must have at least <b>500</b> employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	The existing clause of 500 employees restricts the number of bidder significantly due to which MSEDCL would not be able to achieve competitive pricing. We request to amend this clause for 100 employees considering the scope of the work.	Please refer revised RFP.
84	Qualifying Requirements	<b>4.1.2.2 Qualification Criteria for OEM of Demand Forecasting and Analytics Solution</b> The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report	Kindly refer Gartner website for wherein the magic quadrant for DSML is retired. Further, we understand that this criteria is not relevant to the requirement given in tender. We hence request to allow OEM with proven capability /successful demo to participate in the bid irrespective of Gartner magic quadrant. <a href="https://www.gartner.com/en/research/magic-quadrant">https://www.gartner.com/en/research/magic-quadrant</a>	Clause Deleted
85	<b>4.1.3 Overview of bidding process</b>	<b>7.</b> The technically qualified bidders may be asked to present their technical capabilities either by onsite presentation at MSEDCL or demonstration of Proof of Concept before the price bid is opened.	Kindly confirm the modules for demonstration.	Yes, Bidder will be required to present functioning of its software at MSEDCL assigned location
86	3.2 detailed scope of work	<b>d) Renewable Energy (RE) forecasting module</b> The external data required for forecasting like weather data, optimization data like Market data, past frequency trend, etc shall be responsibility of bidder. The subscription charges, license fees (if any) shall be in bidders scope.	We request to provide the list of external data to be subscribed for effort & cost estimate. Also request for list of data to be share by MSEDCL along with details viz. size, frequency of data, etc.	No change. As per RFP.
87	<b>I. PRODUCT UPGRADES</b>	<b>I. PRODUCT UPGRADES</b> 1. At any point during performance of the Contract, shall technological advances be introduced by the Bidder for Subsystems originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the MSEDCL the latest versions of the available Subsystem having equal or better performance or functionality at the same or lesser unit prices, pursuant to Tender Conditions (Changes to the "IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION").	The agency would be able to deliver the solution based on the finalization of solution document during the planning phase and would be able to accommodate minor changes. In case of major changes due to change in version, the same can be considered as change request.	No change. As per RFP.
88	<b>K. CHANGE REQUEST PROCESS</b>	<b>K. CHANGE REQUEST PROCESS</b> 1. In such a case where the change in the system is required, a change request shall be made by the users / purchasers.	We request to add the list and type of resources (database, application, IT, developer, etc. as applicable) for change request consideration in terms of mandays.	Bidder has to assess the requirements and same is to be confirmed mutually with MSEDCL.
89	<b>v. Process Operations Response Times</b>	<b>v. Process Operations Response Times</b> Bidder shall ensure overall solution uptime of 99.95%, this shall include 24x7 support for call logging, 4 hours response and 6 hours resolution time	We request for information of software and scope of generating tickets for complaints, what could be the support ticket raise and closer workflow.	Bidder has to provide appropriate ticketing solution.
90	<b>3 SCOPE OF WORK</b> <b>3.1 BRIEF SCOPE</b>	<b>3 SCOPE OF WORK</b> <b>3.1 BRIEF SCOPE</b> g. Provide Facility Management Service (FMS) for Application Maintenance for five years	Kindly elaborate the scope of work during the FMS period.	Refer detailed Scope of Work.

5	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
92	DD. BILLING AND PAYMENT TERMS	<b>DD. BILLING AND PAYMENT TERMS</b> Software Licenses Cost with 1 year warranty -100 % to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration	We request for following change in payment terms for better cash flow and competitive pricing: Software Licenses Cost with 1 year warranty -100 % to be paid against delivery	Please refer revised RFP
93	DD. BILLING AND PAYMENT TERMS	<b>DD. BILLING AND PAYMENT TERMS</b> Implementation Cost Acceptance test – UAT 20%, Go- Live 50%, Stabilization 30%	We request for following change in payment terms for better cash flow and competitive pricing:  Implementation Cost Documents submission and approval – 20% Subsystems UAT- 20% Acceptance test – UAT 20%, Go-Live 30%, Stabilization 10%	Please refer revised RFP
94	DD. BILLING AND PAYMENT TERMS	<b>DD. BILLING AND PAYMENT TERMS</b> Software ATS Cost for 4 years -After one year warranty period, ATS Cost to be paid for 4 years at the end of each year from second year onwards during contract period.	We request for following change in payment terms for better cash flow and competitive pricing: Software ATS Cost for 4 years -After one year warranty period, ATS Cost to be paid for 4 years at the start of each year from second year onwards during contract period.	Refer revised Payment terms.
95	JJ. BIDDER'S STAFF AND THEIR CONDUCT	<b>JJ. BIDDER'S STAFF AND THEIR CONDUCT</b> <b>6.40.1</b> The Bidder on award of work shall deploy qualified professionals as designated in the scope of the Contract for implementing BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION. At any time in the opinion of the MSEDCL, any additional, qualified, experienced engineer is considered necessary; they shall be deployed by the Bidder without any additional charge. The Bidder shall ensure to the satisfaction of the MSEDCL competent and efficient supervision of the consulting services	For additional engineer/manpower, we understand that the same would be billable and the requirement would be decided mutually.	No Additional charges will be paid on any account other than price quoted in Price bid.
96	Form # 5 Price Schedule	Form # 5 Price Schedule Note <i>ix.</i> If any additional software/hardware/licences/item required to fulfil the project requirement and not quoted by the vendor, the vendor has to supply the same at no cost to MSEDCL.	We request to provide BOQ with detail scope of hardware/software/item and other license supply for better scope clarity.	No Change. As per RFP. Bidder has to provide details required for their solution.
97	<b>3 SCOPE OF WORK</b> <b>3.1 BRIEF SCOPE</b> Awaiting for positive r	<b>3 SCOPE OF WORK</b> <b>3.1 BRIEF SCOPE</b> b. Integration of proposed solution with MSEDCL existing system, SCADA & proposed Substation Monitoring Scheme (SMS) of MSEDCL, Existing AMR & SCADA of MSETCL, Scheduling software of MSLDC/WRLDC.	<i>We would like to know the level of integration and details of mentioned systems and its OEM, version, platform, frequency of sharing, available middleware, etc?</i> epley	Details will be shared with successful bidder. Bidder may visit the MSEDCL office for additional information.
98	V. TIME OF PERFORMANCE	V. TIME OF PERFORMANCE i. The Zero date of the contract shall commence from the date of issue of LOA by the EMPLOYER. Time period of contract is 69 months which includes maximum 6 months for IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION and 3 months for Stabilization and next five years for Support period unless explicitly mentioned including warranty period of 1 year	We request to provide 9 months for implementation and 3 months for stabilization considering the requirement for integration with multiple systems of MSEDCL.	Please refer revised clause in RFP.
99	Form # 5 Price Schedule	Form # 5 Price Schedule AWS Cloud Service Cost for 5 Years	The cloud service would be required for implementation and stabilisation period of 9 months and FMS period of 5 years. Hence request to clarify on the start of cloud services.	Payment against Cloud services will start after Go-Live for 66 months.
<b>Bidder 9</b>				
100	Pre-qualification requirements	The bidder should be an individual organization registered in India under companies Act 1956 or Companies Act 2013, or Firm registered with Registrar of firms in India who fulfils the eligibility criteria	It is requested to allow for Joint Venture/ Consortium because said works covers various aspects. So, we kindly request you to consider our request to allow for submission of said bid in Joint Venture/ Consortium.	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
101	Submission Date	Proposal Due Date (PDD) 29/08/2022 up to 17.00 hrs	We may humbly request for a time limit extension at least for 15 day: from the present due date i.e. 29.08.2022 for submission of quality bid due to our Regional Office located in Gandhinagar and for submission of any bid required NOC from our Head Quarter located in Delhi. Also for preparation of quality bid various document i.e. Tender Fee, EMD, Power of Attorney, Project Disruption sheet with completion certificate (other than Gujarat), financial approval & statement was required from our Head Quarter located in Delhi. So, its take time.	Please refer calendar of events at the MSEDCL eTender portal.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 10</b>				
102	UU	Service Levels Agreement (SLA)	The SLA's defined in this section clearly highlights the service levels which are expected to be provided by bidder during the contract period which will ensure successful delivery of project. Hence, Requesting to Remove the redundant Milestone Penalty Clause b from Page 94.	Refer Revised RFP
103	UU	Service Levels Agreement (SLA)	Kindly specify the ceiling/Maximum limit of penalties which shall be levied on monthly FMS Cost in case of deviations	Refer Revised RFP
104		Sizing Details	<ol style="list-style-type: none"> <li>1. Kindly Suggest the Size of data available in Data Sources highlighted in the RFP document</li> <li>2. Kindly Suggest how much data should be kept in memory for Analysis ( monthly, bimonthly, quarterly, yearly)</li> <li>3. Kindly suggest the growth in data size expected during the project duration. Requesting to include the impact of upcoming and future applications which are expected to be integrated as well.</li> <li>4. Number of users who will have access to Analytical Solution</li> <li>5. Number of Tags to be received for Streaming Analytics</li> <li>6. Kindly suggest number of environments envisaged under this project</li> </ol>	<ol style="list-style-type: none"> <li>1. The data size has to be decided by bidder.</li> <li>2. Minimum Yearly data should be available.</li> <li>3. Bidder may visit MSEDCL office for more information.</li> <li>4. Minimum 20 users, may be increased in future as per MSEDCL requirements</li> <li>5. Bidder has to decide</li> <li>6. Query not clear.</li> </ol>
105	3.2.6	Trade Optimization Should consider all energy commodities	Since MSEDCL is in the Business of Electricity Distribution and usually partakes in activities related to physical electricity trading in Exchange, we request to consider Trading Optimization of only physical electricity contracts as part of this project.	No change
106	3.2.6	Trade Optimization	Kindly Suggest the output from the Trade Optimization Process. This system is usually deployed by Energy Trading Entities who are procuring power from multiple sources and selling to multiple entities. They intend to do risk assessment and hedging as they have high exposure to Market Volatility. MSEDCL has mostly Long term Power Purchase agreements and only a short quantum is traded in short term market, hence risk associated is extremely low. MSEDCL also trades in only 3 Exchanges and a cumulative bid is put for 96 Blocks	Already elaborated in details in RFP
107	4.1.2.1	Bidder Experience Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.	Since this is a premiere project of AI/ML, Advanced Analytics, Load Forecasting and Schedule optimization which is a relatively new domain for Power Distribution utilities, Kindly allow OEM experience for implementing such projects.	Please refer revised RFP.
108	4.1.2.1	Bidder Experience i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	MSEDCL is the largest Distribution utility in India and a pioneer in adopting new Technologies which help in improving Efficiency of Distribution Business. Considering the nature and scale of MSEDCL it is difficult to find similar scale implementations in power distribution in India. Kindly allow experience of Implementing similar Advanced Analytics Solutions in Central Government Utilities & PSU's (which have similar customer base and complexities) as relevant experience for this Analytics initiative.	Please refer revised RFP.
109	4.1.2.1	Bidder Experience i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Bidder/OEM Experience in Power Distribution Sector: i. Experience in single project costing not less than the amount equal to Rs. 20 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 18 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs. 8 Crores (without taxes)	Please refer revised RFP.
110	4.1.2.1	Bidder Experience For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered.	Kindly allow Valid references to be considered in addition to go-live declaration.	Please refer revised RFP.
111	3.2.1	Demand Forecasting	Kindly Define Granularity (15 min/hourly/Daily) and Horizon (1 day, 7 day, 6 months) for following Deliverables: <ol style="list-style-type: none"> <li>1. Short Term Forecasts</li> <li>2. Medium Term Forecasts</li> <li>3. Long Term Forecasts</li> </ol>	Already elaborated in details in RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
112	3.2.1	Demand Forecasting	What is the example of local condition at district/zone/ region and what kind of data will be available for sourcing?	The EHV substation wise with Power Transformer Wise, Generator Wise data is available in 15 Min time interval since Sep-2020. Further Hourly Gross Demand at STU peri available since 2008. FBSM bill data is available wherein computed MSEDCL T-D interface point demand . Further 11,22 & 33 KV feeder Hourly data (meter data based on AMR/MRI ) is available in MDAS. SCADA data of MSLDC is also available.
113	3.2.1	Demand Forecasting	What is the availability of historical data and potential causal factors for Renewable Energy Generation Forecasting point of view ?	Actual generation at Distribution end is available on 11 KV feeder level . But In respect of Rooftop Solar, same is available on monthly basis in energy terms.
114	3.2.1	Demand Forecasting	This section specifies role of External Parameters Impacting Demand Forecasts. Please explain the availability and sources for the external parameters listed in this section which shall be considered for procurement.	The responsibility of Third party data is with Bidder.
115	3.2.2.	SCENARIO ANALYSIS	Please confirm – Scenario Analysis can be interpreted as - a what-if analysis on the Forecast Output or in other words – iterative generation of the Demand Forecast - by changing levels of the casuals which have any significant contribution to this Forecast Model and then assessing the impact on the Forecast output	As per RFP
116	3.2.3	DEMAND SUPPLY POSITION MAP	Kindly elaborate the "expected activity around "system should be able to generate and evaluate the options to select Quantum"	The parameter mentioned below the sentence (in RFP) is the expected activity
117	3.2.8	ENTERPRISE VISUALIZATION	Kindly explain the availability and sources for the parameters listed to be considered under point x.	Already elaborated in details in RFP
118	3.2.11	Deviation Settlement Analysis and Dashboard	Kindly explain the source and structure of input data providing reasons for deviation from schedule such as Technical/operational reasons	The input data for DSM bill, actual drawal, schedule of various generators & for real time Demand schedule is available on MSLDC webportal of DSM
119	3.2.12	Database Management	Please detail the source systems to be considered and associated modules	Already elaborated in details in RFP
120	W	Extension of Time	Considering the complexities of the project & sequential dependencies and deliverables, the stabilization period may get extended beyond 6 months. Requesting you to accommodate the same. For e.g. Demand Supply Position Map can be developed only after Demand Forecast Development and Scheduling Optimization can be developed only after both Demand Forecast and Demand Supply Position Map.	Time is essence of Project. Hence timeline is as per RFP
<b>Bidder 11</b>				
121	5. GENERAL CONDITIONS OF CONTRACT, 5.1. DEFINITIONS	No Consortium shall be allowed.	Request the department to change this clause: The bidder can be an individual company or a consortium of maximum two (2) companies (Lead Member + Consortium Member)	Consortium allowed. Please refer revised RFP.
122	4.1.2.1 Qualification criteria for Bidder	3. The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22). If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years (2018- 19, 2019-20, 2020-21) will be considered.	Request the department to change this clause: 3. The bidder must have minimum average annual turnover of <b>Rs.100 Crores</b> of last three audited Financial Years (2019-20, 2020-21, 2021-22). If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years (2018-19, 2019-20, 2020-21) will be considered. <b>In case of consortium, the bidder should meet turnover criteria jointly.</b>	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
123	4.1.2.1 Qualification criteria for Bidder	<p>5. Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.</p> <p>Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects whose go- live declared before date of publishing this tender shall be considered.</p> <p>2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate.</p> <p>3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered.</p> <p>4. At least one of the project in above experience shall be for</p>	<p>Request the department to change this clause:</p> <p>5. Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below:</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 16 Crores (without taxes) OR</p> <p>ii. Experience in two projects each costing not less than the amount equal to Rs. 10 Crores (without taxes) OR</p> <p>iii. Experience in three projects each costing not less than the amount equal to Rs.8 Crores (without taxes)</p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered.</p> <p>2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate.</p> <p>3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. In case of consortium, any member should meet criteria.</p>	Please refer revised RFP.
124	4.1.2.1 Qualification criteria for Bidder	<p>7. The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities</p>	<p>Request the department to change this clause:</p> <p>The bidder must have at least 300 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.</p> <p>In case of consortium, the bidder should meet these criteria jointly.</p>	Please refer revised RFP.
<b>Bidder 12</b>				

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
125	Sl. No. 05 of clause 4.1.2.1 Qualification criteria for Bidder	<p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered. 2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. 3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. 4. At least one of the project in above experience, shall be for implementation of proposed OEM solution.</p>	<p>Request you to please modify the clause as below: Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>OR</p> <p><b>The bidder must have completed at least 1 data related projects in last 07 years which shall include Data Acquisition &amp; Data Management / Analytics each involving the following specifications:</b></p> <p><b>i. Data handling size of minimum 1 Terabyte or Data handling of minimum 10,000 Nodes with real time data.</b> <b>ii. Data integration from at least 3 source systems.</b> <b>iii. At least one project involves real time streaming of live data from data lake or source system.</b> <b>iv. Worked on open source/other analytical software.</b></p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects <b>(in ongoing projects the above required scope should be completed) whose go-live declared before date of publishing this tender</b> shall be considered. 2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. 3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered.</p>	Please refer revised RFP.
126			<p>Request you to please modify the clause as below: Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>OR</p> <p><b>The bidder must have completed at least 1 data related projects in last 07 years which shall include Data Acquisition &amp; Data Management / Analytics each involving the following specifications:</b></p> <p><b>i. Data handling size of minimum 1 Terabyte or Data handling of minimum 10,000 Nodes with real time data.</b> <b>ii. Data integration from at least 3 source systems.</b> <b>iii. At least one project involves real time streaming of live data from data lake or source system.</b> <b>iv. Worked on open source/other analytical software.</b></p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects <b>(in ongoing projects the above required scope should be completed) whose go-live declared before date of publishing this tender</b> shall be considered. 2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. 3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. <del>4. At least one of the project in above experience, shall be for implementation of proposed OEM solution.</del></p>	No Change. As per RFP.



S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
127	Sl. No. 05 of clause 4.1.2.1 Qualification criteria for Bidder	Documentary evidence such as LOA/PO/WO or work completion certificates from clients preferably with contact details of clients. The references should indicate client name, scope of work, project start date and date of completion in all respect.	Kindly modify the clause as below: Documentary evidence such as LOA/PO/WO <del>or</del> and work completion certificates / <b>Ongoing certificate clearly stating the required activity has completed</b> from clients preferably with contact details of clients. The references should indicate client name, scope of work, project start date and date of completion in all respect.	No Change. As per RFP.
128	5 GENERAL CONDITIONS OF CONTRACT 5.1 DEFINITIONS	v. "Contractor" or "Supplier" or "Vendor" or "Bidder" or "IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION Bidder" or "Implementation Partner" (IP) or "System Integrator" (SI) shall mean whose tender has been accepted and shall include his/her/its/their heirs, executors, administrators, legal representatives/ successors/assigns and his/her/its/their Indian Agents approved by the EMPLOYER. IP/SI/Bidder can be a company or a corporation and is the agency who provides all necessary services for the successful implementation of the project deliverables. IP/SI/Bidder must be a single entity. No Consortium shall be allowed.	We request you to kindly allow bidders to submit their bid with consortium for at least 2 members i.e. Lead Bidder + Consortium Partner.	Consortium Allowed. Please refer revised RFP.
129	3 SCOPE OF WORK 3.1 BRIEF SCOPE	b. Integration of proposed solution with MSEDCL existing system, SCADA & proposed Substation Monitoring Scheme (SMS) of MSEDCL, Existing AMR & SCADA of MSETCL, Scheduling software of MSLDC/WRLDC.	Please provide clarity on integration has to be done only with existing MSEDCL SCADA system or with MSETCL SCADA system or with both.	Both
130	4.1.2.2 Qualification Criteria for OEM of Demand Forecasting and Analytics Solution	The entire Demand Forecasting and analytics solution, comprising of Data Preparation, Visualization, Forecasting, Machine Learning, Optimization, Streaming Analytics modules should be from single OEM.	The entire Demand Forecasting and analytics solution, comprising of Data Preparation, Visualization, Forecasting, Machine Learning, Optimization, Streaming Analytics modules <del>should</del> can be from <del>single</del> <b>multiple</b> OEM.	Clause Deleted.
131	DD. BILLING AND PAYMENT TERMS	<p><b>1. Software Licenses Cost with 1 year warranty</b> - 100 % to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration.</p> <p><b>2. Operational Training</b> - 100% to be paid upon Successful Training</p> <p><b>3. Implementation Cost Acceptance test</b> – UAT 20%, Go-Live 50%, Stabilization 30%</p> <p><b>4. Software ATS Cost for 4 years</b> - After one year warranty period, ATS Cost to be paid for 4 years at the end of each year from second year onwards during contract period.</p> <p><b>5. FMS for 5 years:-</b> After successful Final Stabilization Acceptance of system, to be paid quarterly at the end of each quarter till the end of contract of period for next 5 years</p> <p><b>6. Cloud Service Cost for 5 Years:-</b> The Cloud Services cost will start from date of Final Stabilization Acceptance. To be paid quarterly at the end of each quarter for 5 years</p>	<p><del>1. Software Licenses Cost with 1 year warranty</del> –100% to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration. 80% on delivery of licenses on prorata basis 15% on implementation of on prorata basis 5% on Golive</p> <p><b>2. Operational Training</b> - 100% to be paid upon Successful Training</p> <p><b>3. Implementation Cost Acceptance test</b> – UAT 20%, Go-Live 50%, Stabilization 30% 80 % on prorata basis on implementation, 20 % on Go Live</p> <p><b>4. Software ATS Cost for 4 years</b> - After one year warranty period, ATS Cost to be paid for 4 years at the end of each year <del>Month</del> from second year onwards during contract period.</p> <p><b>5. FMS for 5 years:-</b> After successful Final Stabilization Acceptance of system, to be paid quarterly at the end of each quarter <del>Month</del> till the end of contract of period for next 5 years</p> <p><b>6. Cloud Service Cost for 5 Years:-</b> The Cloud Services cost will start from date of Final Stabilization Acceptance. To be paid <del>quarterly</del> <b>Monthly</b> at the end of each <del>quarter</del> <b>Month</b> for 5 years</p>	Refer revised payment terms.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
132	General	Power of Attorney (POA)	We understand that bidder can submit the power of attorney in his own format.	No Change. As per RFP.
133	3.4.6 Cloud Infrastructure D. Networking	iii. Network service should provide the instance level firewall to allow and deny specific traffic to the application.	Please clarify which option to be considered firewall or next-gen firewall for the defined specification.	next-gen firewall is required
134	3.4.6 Cloud Infrastructure C. Storage	iv. Storage service should support encryption of data on volumes as per industry standards.	Industry standards it is a broader term. Request to define the expected industry standard.	Required managed service for encryption ensuring security of both data-at-rest and data-in-transit between an server and its attached storage.
135	3.4.6 Cloud Infrastructure E. Account and Access Management:	I to V	Is there a requirement of PAM in the solution. Please confirm.	Account and access management service should provide granular permissions to users and multi factor authentication
136	General	NA	VAPT is not mentioned in this RFP, Please let us know if VAPT is required, if yes then specify the frequency of VAPT.	Please refer revised RFP.
137	3.1 BRIEF SCOPE	Integration of proposed solution with MSEDCL existing system, SCADA & proposed Substation Monitoring Scheme (SMS) of MSEDCL, Existing AMR & SCADA of MSETCL, Scheduling software of MSLDC/WRLDC.	Please provide 1. Details of existing system- make, model, version? 2. What is the planned incoming data frequency and quantum to data? 3. We believe the customization of the existing API will be done by MSEDCL . Please confirm 4. Format of data and data structure? 5. Architecture of the existing utility systems and data interface points ?	1. Refer revised RFP. (existing Landscape in Introduction) 2. Bidder has to assess the data requirement 3. Bidder has to ensure integration with customised API with the help of MSEDCL IT team. 4. Bidder may visit MSEDCL office for more details. 5. Refer revised RFP.
138	iii Billing and payment terms	Software Licenses Cost with 1 year warranty: 100 % to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration.	Software Licenses Cost with 1 year warranty 1. 5% of total software price on Design Document Approval. 2. 25% of the total software price upon submission of software installation report and acceptance thereof 3. 20% on completion of UAT and acceptance. 4. 30% on Go-Live of the solution and acceptance thereof 5. 25% to be paid upon final stabilization	Refer revised payment terms.
139	Process Operations Response Time	24X7 support for call logging, 4 hours response and 6 hours resolution time.	What are the expected mode of call logging to be provided (call/web/mobile app based). Please confirm.	Bidder has to provide an appropriate ticket management solution.
<b>Bidder 13</b>				
140	4.1.2.1 - 3	<b>Qualification criteria for Bidder</b> The bidder must have a minimum average annual turnover of <b>Rs.100 Crores</b> of the last three audited Financial Years (2019-20, 2020-21, 2021-22). If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of the last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.	We are a technology company as well as <b>MSME</b> registered company and have a net worth as on March 21 in <b>excess of 15 Crore</b> and MAAT of about < 15 Crore (last 3 years). <b>We would request MSEDCL to reduce the MAAT requirements to 15 Crore</b> so that technology firms like ours can also participate and offer the best possible techno-commercial solution. 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 MSEDCL. Considering this, we would urge MSEDCL to reduce the MAAT requirements to 15 Crore in order to pave the way for technology companies that falls under MSME category like ours to participate in this tender.	Please refer revised RFP.
141	4.1.2.1 - 5	<b>Qualification criteria for Bidder</b> Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : 1. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR 2. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR 3. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	In reference to this clause we would like to highlight that no Indian Firm is able to qualify on such stringent criteria as well as in terms of project value there is no such project at India Level We strongly believe that The bidder or its Consortium / JV partner must have integrated/implemented and completed the Load Forecasting Solution along with analytics. Whereas the objective for the successful implementation of this project would be to increase participation from bidders who have actively worked on implementation for Load Dispatch Applications / SLDC Grid operation application also. Considering this, we would urge MSEDCL to amend the tender "The bidder or its Consortium / JV partner must have the experience of delivering SCADA system software or SAS (Substation Automation Software) or any other Software / Data Analytics / IT applications to at least three State SLDCs/ RLDCs / NLDCs which use integrated Real Time / Near Real Time SCADA data as one of the data points, The bidder or JV partner must demonstrate the operational acceptance certificate and Go- Live certificate for SCADA Software implementation or SAS software implementation or Application Software / Data Analytics / IT applications using SCADA data in SLDCs/ RLDCs/ NLDCs for at least three control centers and these works must have been completed in the last three years. The project costing should not be less than 7 Crores (Single order) or 4 Crores ( Two orders) Or 2 Crores ( Three Orders) The certificates should mention the SCADA integration activities clearly .	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
142	4.1.2.1 - 7	<b>Qualification criteria for Bidder</b> The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	Though the nature of the project and requirement since Software development has to be of a higher standard and the database or data storage has to be secure using best in class information security standards which requires limited and fully technical qualified employees in an organization We would request MSEDCL to amend the existing clause as follows: The bidder must have at least 100 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	Please refer revised RFP.
143	4.1.2.1 - 8	<b>Qualification criteria for Bidder</b> Bidder/Lead Bidder should have ISO 9001:2008/2015 or its higher version certification.	Considering the nature of the project and requirement, the services to be provided are of a higher standard and the database or data storage has to be secure using best-in class information security standards. Keeping all these points, additional certificates and markings may be considered. We urge to MSEDCL to incorporate the following certifications as well: <ul style="list-style-type: none"> <li>● ISO 20000-1:2018</li> <li>● ISO 14001:2015</li> <li>● ISO 27001:2013</li> <li>● ISO 9001</li> <li>● OHSAS 45001</li> </ul>	No Change. As per RFP.
144	General Comment	Qualification criteria for Bidder 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 organizations who could be supplying such software and consultancies. All other PSE's are providing such opportunities to MSMEs and Start-ups like ours. We would be highly obliged if a similar priority is provided under this tender as well where <b>MSMEs having a price/overall score</b> difference of upto <b>15% may</b> be given a preference over non-MSME firms. We would like to highlight the Government of India initiative for the "Make in India initiative and Atma Nirbhar Bharat Initiatives" as follows: The bidder has to be a 'Class-I local supplier' as defined under Government of India Public Procurement (Preference to Make in India)-2020 order no. 02/08/2020-4IB-II dated 18.11.2020 reading in conjunction with Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order), its revision dated 16.09.2020, 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 50%.	No Change. As per RFP.
145	02-Jul	<b>Bid Security/ Earnest Money Deposit (EMD)</b> Rs. 47,34,000/- (Forty-Seven lakh Thirty-Four thousand only). The EMD can be paid online on the MSEDCL e-Tender portal or offline in the form of a Bank Guarantee from a Nationalized/Scheduled Bank in favour of Maharashtra State Electricity Distribution Company Ltd. payable in Mumbai. Bids without EMD shall be rejected and will not be evaluated further.	We believe that EMD amount should be exempted under the <b>MSME</b> Category with proper supporting documents for both Online as well as Offline Mode Considering this, we would urge MSEDCL to provide the relaxation in the EMD amount under the MSME category	No Change. As per RFP.
146	4.1.2.2 -1	<b>Qualification criteria for Bidder</b> The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report.	Kindly exclude this clause as Gartner Magic Quadrant is not an industry standard and recommendation as well as these are paid services which solely varies from organization to organization	Clause Deleted.
147	5.1 - v	<b>General Conditions of Contract</b> "Contractor" or "Supplier" or "Vendor" or "Bidder" or "IMPLEMENTATION OF BUSINESS ANALYTICS AND DEMAND FORECASTING SOLUTION Bidder" or "Implementation Partner" (IP) or "System Integrator" (SI) shall mean whose tender has been accepted and shall include his/her/its/their heirs, executors, administrators, legal representatives/ successors/assigns and his/her/its/their Indian Agents approved by the EMPLOYER. IP/SI/Bidder can be a company or a corporation and is the agency who provides all necessary services for the successful implementation of the project deliverables. IP/SI/Bidder must be a single entity. No Consortium shall be allowed.	We believe that <b>Joint Venture/Consortium</b> is allowed for this tender and for the qualification in the QR criteria should both parties meet separately or cumulatively. In addition to that we would also like to request MSEDCL as to amend the clause " <b>no party/bidder should allowed to perform the multiple Consortium/JV</b> " Please confirm	No Change. As per RFP.
<b>Bidder 14</b>				
148	Extension of date of submission	2.Big Data Sheet 11. Last date and time for Bid submission (on or before) 29.8.2022	The date of submission as per the bid notice is 29 <sup>th</sup> August 2022. This is a very short window to complete our internal risk processes given the size of the tender. Furthermore, certain contractual obligations with OEMs like onboarding process will take some more time. It would be thus helpful if the final date of submission of the proposal is extended to a date at least one month after the publication of reply to pre-bid queries.	Please refer Schedule of event on eTender portal.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
149	Amend eligibility criteria of the bidder from 'bidder to bidder/ OEM partner's' credential	4.1.2.1. Qualification Criteria for Bidder 5. Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology. Above experience should be during the last 7 years since date of publishing of this tender as below : i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Request you to kindly consider bidder's and OEM's credentials cumulatively to meet the pre qualification criteria regarding the experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.	Please refer revised RFP.
150	Number of employees performing software design, development, implementation, integration, testing, maintenance and support activities.	4.1.2.1. Qualification Criteria for Bidder 7. The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	Request you to kindly consider employees of both bidder and OEM partner performing software design, development, implementation, integration, testing, maintenance and support activities.	Please refer revised RFP.
151	Assignment and Subletting	5.5. Obligations of the energy load forecasting and power trade strategy management bidder vii. The Bidder shall not transfer or sublet or assign the contract or any part thereof or any benefit or interest therein or there under.	Request you to kindly allow subcontracting with the OEM partner in this regard.	Refer revised RFP. Consortium is now allowed.
152	Requirements of Key Personnel	Form #2: Profile of Bidders and Details of Projects Implemented Part D: Particulars of key personnel	Part D of form 2 asks for the particulars of key personnel. Request you to kindly let us know if there are any specific requirements/formats for the key personnel.	Refer Revised RFP Form #2
153	Upper limit on the amount of penalty	6: Special conditions of the contract UU: 5% penalty will be levied on monthly FMS cost if the required accuracy is not achieved	Request you to kindly place a ceiling on the amount of penalty to be imposed (if any)	Refer revised RFP.
154	Change in method of selection from L1 to consideration of both technical and financial scores	2: Big Datasheet 3. Method of Selection: Lowest Cost Bidding method(L1)	Request you to kindly change the method of selection from L1 to QCBS 80-20 method (80% to technical and 20% to financial proposal).	No Change. As per RFP.
155	Certificate as to Corporate Principal	Form #1 : Certificate as to Corporate Principal	Are we required to submit a power of attorney separately or <b>Form # 1: Certificate as to Corporate Principal</b> will suffice the requirement?	As per RFP.
156	Consortium	Consortium to be allowed to enable firms to bid together:	RFP mentions that the consortium is not allowed but mentions JV consortium at several places. What is the final take of MSEDCL on this? Ideally, this is a big opportunity which brings together several skills in data engineering, data sciences, and domain expertise. Just allowing software providers and OEMs as vendors absolves them of any liability of delivery, which could be a huge risk for the project. All bidding partners should have their skin in the game.	Consortium Allowed. Please refer revised RFP.
157	4.1.2.2Qualification Criteria for OEM of Demand Forecasting and Analytics Solution	The proposed Demand Forecasting & Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The same should be, successfully deployed and should be operational in more than 5 Power Utilities globally, out of which at least 2 power utilities should be in India, in past 5 years.	The condition requiring 2 COTs implementations in India should be relaxed: The RFP requires that the COTS software should have been implemented in India (at least two assignments) here, the likes of Amazon and Google do not qualify. Google based solutions have been implemented in three of the largest utilities like EDF, ENEL, AES etc.	Please refer revised RFP.
158	4.1.2.1 Qualification criteria for Bidder Sr.no. 5 Note	4. At least one of the project in above experience, shall be for implementation of proposed OEM solution.	Condition requiring bidder to have worked with the COTs provider before should be relaxed: No bidder in India has implemented SAS or Google, or Amazon, or Microsoft software directly. Adani DISCOM in Mumbai have used SAS but without any consultants -they have done this directly with the help of SAS. The requirement in the RFP that the bidder should have worked with the COTS software will prohibit getting adequate bids and we request that this criteria be changed.	Please refer revised RFP.
159	4.1.2.2Qualification Criteria for OEM of Demand Forecasting and Analytics Solution	The proposed Demand Forecasting & Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The same should be, successfully deployed and should be operational in more than 5 Power Utilities globally, out of which at least 2 power utilities should be in India, in past 5 years.	Experience of with agencies like CEA should be counted, in addition to discoms: The forecasting software in India has been implemented not only by several states, but also has been deployed by CEA for use by DISCOMs for free. The states can alter the software to their specific needs. The qualification criteria that the bidder should have worked with DISCOMs could be expanded to include working with authorities like CEA where demand forecasting solutions have been implemented.	Accepted. Refer revised clause in RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
<b>Bidder 15</b>				
160	3.1	Integration of proposed solution with MSEDCL existing system, SCADA & proposed Substation Monitoring Scheme (SMS) of MSEDCL, Existing AMR & SCADA of MSETCL, Scheduling software of MSLDC/ W0052 LDC.	Please specify the detailed list of existing source systems at MSEDCL: - Name of Source System - Purpose/ nature of data - Historical Volume - Daily Incremental Data Volume/ Data Growth Rate - Technology Stack - Change Data/ Timestamp available or not Please specify whether the SCADA data would be made accessible from Historian/ any other database or is it expected for the SI to integrate directly with SCADA. Incremental Data Volumes, Historical Data and Technology Stack required for the purpose of estimating overall data volumes and integration mechanism.	Bidder may visit MSEDCL office for more information.
161	3.1	Fetching all necessary data from external sources required as input for forecasting, Optimization, and analysis purposes	Incremental Data Volumes, Historical Data and Technology Stack related information is requested required for the purpose of estimating overall data volumes and integration mechanism	The data available with MSEDCL is already mentioned. But third party data like weather data, crop pattern data is not available with MSEDCL . Hence said data volume cannot be ascertained as of now. However responsibility of fetching thirty Party data for demand forecasting is responsibility of bidder
162	3.1	Designing Live Dashboard for Business Analytics and Current Status of Incidents	What is the data refresh frequency for " Live Dashboards"?	Generally SCADA data is refresh every 10 Sec & expected to reduce in future. Hence data refreshment rate shall be at least 1 sec
163	3.1	Provide Facility Management Service (FMS) for Application Maintenance for five years.	What are the activities envisaged under FMS? Does it imply setup of a Call Centre during the Support Phase? What is the intended seating capacity, mode of support, work shifts, location, etc for the call centre operation? Does it imply Application Maintenance and Support for Cloud Services only, for five years of project duration. <u>post Go Live of Dashboards and Analytics?</u>	Bidder has to provider appropriate Ticketing System. Please refer revised RFP (3.2.13 HAND-HOLDING)
164	4.1.2.1	The bidder should be an individual organization registered in India under companies Act 1956 or Companies Act 2013 , or Firm registered with Registrar of firms in India who fulfils the eligibility criteria.	Request to include Limited Liability Partnerships (LLP) specifically	Allowed. Please refer revised RFP.
165	4.1.2.1	The Bidder (individual/ all members of consortium) shall have a valid PAN and GSTIN Number.	What is the construct of the Consortium? Are more than two Consortium Members allowed?	Refer Revised RFP Clause. Consortium Allowed.
166	4.1.2.1	<del>Bidder shall have experience or implementation of Load Forecasting solution using artificial intelligence and machine learning technology during the last 7 years since date of publishing of this tender as below:</del> i. Experience in <b>single project</b> costing not less than the amount equal to <b>Rs. 32 Crores (without taxes)</b> OR ii. Experience in <b>two projects</b> each costing not less than the amount equal to <b>Rs. 20 Crores (without taxes)</b> OR iii. Experience in <b>three projects</b> each costing not less than the amount equal to <b>Rs.16 Crores (without taxes)</b> Note: a. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered. b. If the project mentioned in the experience is executed by JV/ Consortium, where bidder is one of the JV partner/ consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate. c. Projects done for in-house use of parent company; associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered. d. At least one of the projects in above experience, shall be for implementation of <del>proposed OEM solution</del>	Please allow the capabilities of implementation of Forecasting & Predictive Analytics, which may be in areas other than specifically Load Forecasting. Request to modify the clause as: Bidder shall have experience of implementation of <b>Forecasting &amp; Predictive Analytics</b> solution using AI/ ML technologies during the <b>last 7 years</b> since date of publishing of this tender as below: i. Experience in <b>single project</b> costing not less than the amount equal to <b>Rs. 20 Crores (without taxes)</b> OR ii. Experience in <b>two projects</b> each costing not less than the amount equal to <b>Rs. 15 Crores (without taxes)</b> OR iii. Experience in <b>three projects</b> each costing not less than the amount equal to <b>Rs.12 Crores (without taxes).</b>	Please refer revised RFP.
167	4.1.3	Bid Evaluation Criteria	Request to consider QCBS evaluation (80 Technical, 20 Commercial) for the bid, as it may help evaluate the SI solution in a holistic manner – considering Domain Expertise, Applicability of Analytical Use Cases, Overall <u>Cost of Ownership, Project Planning, etc</u>	No Change. As per RFP.
168	3.2.1	The external data required for forecasting like weather data, optimization data like 1, etc shall be responsibility of bidder. The subscription charges, license fees (if any) shall be in bidders' scope.	Kindly share the list of such subscription/ licenses available with MSEDCL, that may be allowed for the bidder to be used as part of this project. Depending upon the use cases envisaged, what other data impacting demand & consumption need to be factored.	All Subscriptions and licences required will be in the Bidders' scope.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
169	DD	b) Forecast accuracy level must be within the range of $\pm 1\%$ on each day basis. In absence of accuracy level as prescribed (i.e. within the range of $\pm 1\%$ on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day.	Since the accuracy of the Forecast Model would be dependent upon the set of external data that is input, corresponding accuracy is difficult to be enforced on the forecast models. While ensuring the accuracy of such models is critical, it is therefore requested that the accuracy of the model is measured in terms of the improvement achieved, over the current method of Forecast/ improvement in model over a period of time. We further request that penalty terms for Model Accuracy shall be removed from the Tender.	Refer revised RFP
170	Form #9 : Hardware Specifications	For Hardware in the proposed solution all information needs to be provided by the bidder.	Does Hardware refer to the Cloud Sizing Requirements, or any other specific hardware? Since the Tender mentions Cloud Services, what is the purpose & nature of Hardware envisaged by MSEDCL for the solution? Will the procurement of Hardware, be done by MSEDCL, outside of the current Tender?	Please refer revised RFP (Form # 9 Format for Cloud Infrastructure Specifications)
171	3.2	It is mandatory for the bidder to provide Manufacturer's Authorization Form #13 (MAF) from OEMs of both software and hardware with the bid.	Does Hardware refer to the Cloud Sizing Requirements, or any other specific hardware? Since the Tender mentions Cloud Services, what is the purpose & nature of Hardware envisaged by MSEDCL for the solution? It is assumed that there would be no Hardware, Application & Software would reside on the Cloud. Kindly confirm.	Please refer revised RFP (Form # 9 Format for Cloud Infrastructure Specifications)
172	Form #10 : Software Specification	For software in the proposed solution all information needs to be provided.	Whereas the detailed format for Licenses Specifications is provided as Form #11, please share the specifications for Form #11, asked for Software.	Please refer revised RFP
173	CC	CC. TRANSFER OF OWNERSHIP Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by Tender Conditions. The vendor shall grant the purchaser a perpetual license to use the software without any additional payment or obligations to enter into a contract for maintenance or support.	Kindly confirm if MSEDCL wishes to have infrastructure on the cloud (Infrastructure as a service) on which licensed OEM Application Software would be deployed, as per the requirements. The OEM Software licenses would be perpetual as stated in the clause. Please confirm.	No. change. As per RFP.
174	No of Users		Please specify the number of users for Dashboards and Analytics: - Peak number of Users - User Concurrency - Power Users - Consumers of Dashboards/ Analytics	Total about 20 Users & may be increased
175	List of Services	Maintenance Office	Kindly elaborate on the interpretation of the List of Services, for the Bidder.	Query is not clear.
176	3.2.1	The system must have the ability to estimate irrigation load based on agro climatic zone macro soil quality & crop. The system must generate separate forecast purely for irrigation load.	Please indicate what is the source for data inputs to estimate load due to irrigation activities? For example, if this data is available with Department of Irrigation/ Department of Agriculture, etc – our understanding is that MSEDCL would provide access to such data from Government Sources.	The responsibility of Third party data is with Bidder.
177	3.2.5	Solution shall be able to provide optimized bid which should be put in the IEX / PXIL bidding platform for day ahead market (DAM & GDAM) and RTM market	Please share the details of the bid format/ platform, in which the system needs to provide the optimized bid. What form of integration with IEX/ PXIL is envisaged? It is assumed that access to all such external platforms shall be procured/ managed and maintained by MSEDCL, kindly confirm.	The necessary permission for access to IEX or PXIL platform for putting MSEDCL bid will be responsibility of MSEDCL but all other third party access data which have not been mentioned as provided by MSEDCL in RFP will be responsibility of bidder
178	3.2.9	Invoicing & Verification	Please elaborate the current way of generating/ validating these invoices. Please share details of the current IT Application that supports the generation/ validation of these invoices, so that integration with Load Forecasting/ Analytics Application may be done.	The invoices are raised by Generators and same needs to verify based on 15 minute time block wise SEA & REA data which is made available at SLDC DSM portal and WRPC website. Further Transmission charges invoices are raised by STU & CTU & same needs to be verify based on data available on WRPC website. DSM bills, MSEDCL actual drawal at T-D interface is available in MSLDC DSM software and same needs to be check with realtime schedule data stored at day end of each day. Any discrepancy in day end schedule & schedule used in preparation of DSM bills needs to be checked.
179	V	The proposed timeline for Implementation is 6 Months	Given the scope of work, complexity of the modules and various external data integration requirements, 6 months is quite aggressive. The Project Implementation may take more than 6 months and we request to consider that extended duration, if proposed by the bidder, should not be considered as non-compliance.	Time is essence of Project. Hence timeline is as per RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
180	3.2.13 , 3.2.21	3.2.13 - Considering the fact that demand forecast is not an off-the-shelf module, the Service Provider should develop and constantly refine the module by taking into consideration the changing socio-economic and policy/ planning factors influencing demand. As such demand forecast module shall be maintained by the Service Provider for the duration of <b>three years</b> . Similar condition(s) applies for price-forecast module. The Service Provider shall be responsible for providing the warranty of all software and associated accessories during the <b>three-years operational and maintenance period</b> . 3.2.21 - The bidder shall be responsible for maintenance of the solution for the period of <b>five years</b> from the date from which the Solution becomes fully functional.	Please reconfirm the duration of the Operations & Maintenance Period for the project, is it three years or five years.	Refer Revised RFP.
181	3.2.13	The service Providers have to deploy one full time resident engineer in <b>each shift</b> at MSEDCL Headquarters (Power purchase Cell/ LM cell) for full time support / assistance on development and continuous support on Integrated Software/ Hardware Solution & Services for Load forecasting, Scenario Analysis, Demand supply position mapping, Energy portfolio management, Scheduling optimization & Trade optimization and day to day activities.	Please specify what are the expected work shift s for the purpose of the project.	At present shift timing are Shift-I-10:00PM to 8 AM, Shift-II-08:00 AM to 3:30 PM & Shift-III-3:30 PM to 10:00 PM. However same may change in future. It is expected that bidder shall depute one Engineer in each shift and work scope of said Engineer will be continuous support on Integrated Software/ Hardware Solution & Services for Load forecasting, Scenario Analysis, Demand supply position mapping, Energy portfolio management, Scheduling optimization & Trade optimization and day to day activities.
182		Solution Sizing - Number of Source Systems	How many systems and which systems do we expect to exchange data with? This would assist the consultant in making an optimal effort estimation around the same.	Bidder has to do assessment of data requirement from external data sources.
183		Solution Sizing - Real Time Data Integration	Request you to please specify the requirements for real- time data integration. Do the source systems come with time-stamp capture, where intra-day multiple reporting is required? Please help with some examples.	Real time SCADA data is Time stamped with Flag like live/noncurrent. The data is received with frequency of 10 sec. Further real time DSM schedule data is refresh every 1 minute and MSEDCL already integrated this DSM data with its present in-house software
184		Solution Sizing - Geocoding/ GIS	Request you to please specify if there are any geo-coding requirements, and if any GIS tools are available with MSEDCL, which may be used for the purpose of the project by the bidder? Will the cost for GIS, if required, be borne by MSEDCL, or will the consultant need to factor the same in the commercial response?	Refer detailed Scope of Work in RFP.
185		Multilingual Support	Our understanding is that the dashboards would be enabled in English, there would be no requirement for support of regional languages. Please confirm.	Dashboard are required in English only. Please refer details scope of Work.
186		Solution Sizing - Unstructured Data Analysis	Request you to please specify the unstructured data analysis requirements. What % of overall data volumes (current & historical) shall be assumed to be unstructured? What should be the growth rate envisaged for unstructured data?	Query not clear.
187		Solution Sizing - Historical Data Migration	Request to please specify if there is any historical/ legacy data migration requirements. What is the anticipated volume of historical data?	Feeder AMR data / feeder data available from substation monitoring system may be required to migrate.
188		Change Management	Please specify the Change Request Mechanism in the RFP	Refer 6.SPECIAL CONDITIONS OF CONTRACT K. Change Request Process

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
189	5.5 (iv)	Indemnity: The Bidder assumes responsibility for and shall indemnify and save harmless the EMPLOYER, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national and international law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the EMPLOYER. The EMPLOYER shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Bidder under this contract.	Request you to please remove the clause. Please note that our company maintains professional indemnity insurance as required by applicable law and professional obligations in India.	No Change. As per RFP.
190	5.4 (v)	Liability: Subject to additional provision, if any, the Bidder's liability under this contract shall be as provided by <u>the Applicable Law</u>	It is requested that the Liability for the Bidder be capped to the Contract Value.	Accepted. Refer Revised RFP.
191	5.4 (vi)	Further, undertaking from the bidder or the bidder's employee is required regarding the employee who has been removed or left the company shall not during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the Owner's business or operations without the prior written consent of the Owner.	It is requested to please delete the clause from the RFP	No Change. As per RFP.
192	5.4 (vi)	ii) Taking up a similar kind of project elsewhere during discharge of duties / obligations under this contract.	It is requested to please delete the clause from the RFP	Clause deleted
193		Patent Infringement: The Bidder shall protect, indemnify and save harmless the EMPLOYER, his customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Bidder's own expense any such claims, suits or proceedings. The EMPLOYER will notify the Bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Bidder's defence of the same. The Bidder shall appoint a counsel at his own expenses in consultation with the EMPLOYER to collaborate in the defence of any such claim, suit, action or proceeding.	Request you to please remove the clause. EY India can maintains professional indemnity insurance as required by applicable law and professional obligations in India.	No Change. As per RFP.
194		Termination	It has to be noted that: Our Company may terminate this Agreement or any particular Services, immediately upon written notice to Client if Our Company reasonably determine that Our Company can no longer provide the Services in accordance with applicable law or professional obligations.	No Change.
195		Intellectual Property	It has to be noted that: Our Company may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (" Materials" ) that Our Company own in performing the Services. Notwithstanding the delivery of any Reports, Our Company retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Our Company compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	NO Change



S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
196	DD (iii)	Payment Terms	<p>It is requested that the Payment Terms may be modified as below:</p> <ol style="list-style-type: none"> <li>1. Software Licenses – The complete payment for Software Licenses is requested after the commissioning of the Non-Production &amp; Production environments</li> <li>2. Operational Training - 100 % to be paid upon Successful Training (OK. Bidders may quote the Training Cost separately)</li> <li>3. Implementation Cost – The Total Implementation Cost payment may be paid as: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Mobilization of Resources – 10 %</li> <li><input checked="" type="checkbox"/> Completion/ Approval of Requirements – 10 %</li> <li><input checked="" type="checkbox"/> Completion/ Approval of Solution Design – 10 %</li> <li><input checked="" type="checkbox"/> Completion of Build &amp; Test – 30 %</li> <li><input checked="" type="checkbox"/> UAT Completion – 30 %</li> <li><input checked="" type="checkbox"/> Go-Live – 10 %</li> </ul> </li> <li>4. Software ATS Cost – To be paid Quarterly, from second year onwards, during contract period</li> <li>5. FMS for 5 Years - To be paid Quarterly, during contract period</li> <li>6. Cloud Service Cost for 5 Years - To be paid Quarterly, during contract period (from the commencement of the project)</li> </ol>	Please refer revised RFP.
197	vii	<p>The Bidder shall not transfer or sublet or assign the contract or any part thereof or any benefit or interest therein or there under. In the event of the Bidder contravening this condition, the EMPLOYER shall be entitled to place the contract elsewhere on the Bidder's account and at his risk and then the Bidder shall be liable for any loss or damage which the EMPLOYER may sustain in consequence or arising out of such replacing of contract.</p>	Request to please allow sub-contracting for services.	No Change. As per RFP. Subcontracting is allowed for CSP services.
198		Dispute Resolution	<p>Request you to please add the following clause:  Any dispute arising out of or in connection with this Agreement shall be referred by written notice: first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and failing resolution of the dispute, to a senior Service Manager of each Party, who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p> <p>If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration &amp; Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.</p>	No change. As per RFP.
199		Force Majeure	<p>It is requested to add the following clause:  (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.  (iii) Where Our Company Personnel are required to be present at Client's premises, Our Company will use reasonable efforts to provide the Services on-site at [Client] off ices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/ or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or  (iii) an Our Company resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	No Change. As per RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
200		Confidentiality	<p>Request you to please add the following clause:            Notwithstanding, any Confidential Information disclosed orally or otherwise than in writing shall not be afforded confidential treatment hereunder unless it is summarized in writing by Disclosing Party to Recipient Party within five (5) business days of such disclosure            Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/ or proprietary. Parties may, however, disclose such confidential information to the extent that it : (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	No change. As per RFP.
<b>Bidder 16</b>				
201	Clause No 4.1.2.1 < Qualification criteria for Bidder>	<p>The bidder must have minimum average annual turnover of Rs.100 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22).            If the audited balance sheet of FY 2021-22 is not available, then the minimum average Annual Turnover of last 3 Audited Financial Years ( 2018-19, 2019-20, 2020-21) will be considered.</p>	<p>Current criteria is restricting us for participation Hence same need to be relaxed for us to participate.             Please find here the suggested clause             The bidder must have minimum average annual turnover of Rs. 7 Crores of last three audited Financial Years (2019-20, 2020-21, 2021-22).</p>	Please refer revised RFP.
202	Clause No 4.1.2.1 < Qualification criteria for Bidder>, Point no 3, page 52	<p>Bidder shall have experience of implementation of Load Forecasting solution using artificial intelligence and machine learning technology.</p> <p>Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR            ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR            iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)</p> <p>Note :</p> <p>1. For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered.            2. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate.</p> <p>3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered.            4. At least one of the project in above experience, shall be for implementation of proposed OEM solution.</p>	<p>Current criteria is restricting us for participation Hence same need to be relaxed as per the suggested clause mentioned below for us to participate.</p> <p>Suggested Clause</p> <p>Bidder shall have experience of implementation of Load Forecasting .</p> <p>Above experience should be during the last 7 years since date of publishing of this tender as below :</p> <p>i. Bidder should have executed or under execution of at least one turnkey project costing not less than the amount equal to Rs 20 Crore which includes Load Forecasting / RE Forecasting module            And            ii. Executed one commercial project on load forecasting which successfully under operational for at least 2 years</p> <p>Note:</p> <p>1. If the project mentioned in the experience is executed by JV/Consortium, where bidder is one of the JV partner/consortium member, the role of bidder in the project should be clearly mentioned along with value of contract pertaining to bidder's role in the project. In support of this, bidder has to submit a copy of agreement or client certificate.            3. Projects done for in-house use of parent company, associate companies (with common stakeholders) would not be considered. However, projects done for external customer(s) by parent company or fully owned subsidiaries would be considered.            4. At least one of the project in above experience, shall be for implementation of proposed OEM solution.</p>	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
203	Clause No 4.1.2.1 < Qualification criteria for Bidder>, Point no 7	The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities	Current criteria is restricting us for participation Hence same need to be amended for us to participate.  <b>Please find here the amended clause</b>  The bidder must have at least +50 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities	Please refer revised RFP.
204	Clause NO, 4.1.2.2 <Qualification Criteria for OEM of Demand Forecasting and Analytics Solution>,Point no 1	The OEM for Demand Forecasting and Analytics solution should be in Leaders or challengers in Gartner's Magic Quadrant for Data Science and Machine Learning as per latest report.	None of the Indian Solution Providers/ OEMs are qualifying this criteria and currently show stopper for them. Hence this clause need to be diluted to encourage maximum participation and competitive bidding for the benefit of the utility	Clause Deleted
205	Clause NO, 4.1.2.2 <Qualification Criteria for OEM of Demand Forecasting and Analytics Solution>, Point no 2	The proposed Demand Forecasting & Analytics Solution should be Commercial off the Shelf (COTS) product, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The same should be, successfully deployed and should be operational in more than 5 Power Utilities globally, out of which at least 2 power utilities should be in India, in past 5 years	The proposed Demand Forecasting & Analytics Solution should have readily available functionality related to Load /RE Forecasting and Energy Portfolio Management, which is configurable/customizable with the requirements of the department to reduce implementation efforts, time and cost. The services related to same should be, successfully delivered and should be operated at least for minimum one year in more that 3 Power utilities in India  <b>Note:</b> Commercial / Non Commercial projects are applicable	Please refer revised RFP.
206	Liquidated Damages	In case of a delay in the deliverables (milestones) within the period stipulated in the agreement, the Bidder shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % + GST if applicable per week or part of week on the price, subject to a maximum ceiling of 10% reckoned on the total contract value	In case of a delay in the deliverables (milestones) within the period stipulated in the agreement, the Bidder shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % + GST if applicable per week or part of week on the price, subject to a maximum ceiling of 5% reckoned on the total contract value	No Change. As per RFP.
207	Clause NO, 3.2.1.a DEMAND FORECASTING Short Term Demand Forecast (in MU as well as MW)	Intra-day (Real time) - block/ hourly/ 15 minute Day ahead / hourly/ 15 minute	Kindly confirm whether Hourly and 15 min Block both required? What is the difference between Block and 15 minute ? Kindly clarify the same.	Yes forecast is required on 15 minutes time block basis as well as Hourly basis. The Block here specifically means that Defination of Time Block as per Grid code. At present said time period is 15 Minute with 96 time blocks in a day starting first block from 00:00 Hrs. However definition to Time block interval may change in future to 5 minute; as CERC has already published Staff paper on 5 Minute scheduling. Hence software shall be such that it can be easily modify for 5 minute scheduling & forecast in future
208	Clause NO, 3.2.1.a DEMAND FORECASTING Short Term Demand Forecast (in MU as well as MW)	The software shall be configurable for forecasting interval for short term Demand forecast	Please elaborate regarding forecasting interval requirement.	Already elaborated in details in RFP. The short term forecasting interval shall be 15 Minute and same can also be possible to view in hourly format
209	Clause NO, 3.2.1.b.iv DEMAND FORECASTING Medium Term Load Forecast (in MU as well as MW)	Above forecast(s) to be based on planning/growth dynamics of the MSEDCL supply area, with generation of specific scenario based forecasts	Please define the scope of specific scenarios which need to be catered as part of proposed solution	The scenario Under which forecast is required is given in clause 3.2.2 of RFP
210	Clause NO, 3.2.1.c.ii DEMAND FORECASTING Long term load forecast (in MU as well as MW)	Monthly Load profile (Hourly) for typical normal day and Sunday for coming 1-30 years	Providing Forecast up to 30 years is not rational as it will required many external parameters and predictions of other unforeseen scenarios which is not feasible. hence it should be maximum to 15 years.	Suggestion Accepted
211	Clause NO, 3.2.4.d ENERGY PORTFOLIO MANAGEMENT SYSTEM Analysis	Market Analysis for other DISCOM/states	What kind of Analysis is required for other DISCOM/State? Is it only related to Load only or other attributes? Please provide clarity	Other states Demand pattern, its seasonal pattern, time in which other State enter into market for sale & purchase (volume & also rate at which Qtm cleared), Purchase from Other than Energy exchange i.e energy Mix
212	Clause NO, 6.UU Service Levels Agreement (SLA) Sl. No. 1	Market Analysis for other DISCOM/states	60% + 15% + 15% sums to 90%, please clarify how the rest 10% will be calculated.	Refer Revised RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
213	Clause NO, 3.2.1.d.i. DEMAND FORECASTING Renewable Energy (RE) forecasting module  Vs  Clause NO, 3.2.5.2. SCHEDULING OPTIMIZATION	Forecasting of generation for Distribution connected Generation source for wind, solar.  Vs  The system shall capable of integrating the forecast of renewable generation (available on MSLDC website for Both Intra & Interstate Generating station. Further shall also integrate Distributed RE Generation. The system shall also integrate the RE forecast(s) from upcoming RE PPA as made available to it in the above supply availability Assessment scenario, along with other sources of power procurement.	There is an ambiguity on the mentioned clauses. Please clarify whether the system need to prepare RE Forecast or integrate data from MSLDC website for all RE Generating station	The Bidder should forecast only Generation connected on Distribution network i.e 11 KV & below which includes Solar feeders, Roof top Solar distributed generation etc. However such forecasting is not expected on daily basis but required for Monthly & long term forecast. As regards to RE forecast being done by individual RE generator connected on InSTS , said data is available in MSLDC scheduling software & same need not to be done by Bidder. But its integration needs to be done by bidder in scheduling software so as to run optimiser
214	Clause NO, 3.2.4.d.f. ENERGY PORTFOLIO MANAGEMENT SYSTEM Analysis	Sale of URS power by Generator (which is surrender by MSEDCL) in Market & sharing of its gain analysis	Utility can surrender NTPC's power, and further NTPC trades the same in market.  Please clarify the analysis to be done on this, as per our knowledge NTPC shares the gain report to each Original Buyer of the surrendered quantum. Do this needs to be verified or something else is to be done.	Verification of Gain claimed by NTPC based on URS surrender by MSEDCL & sale of power by NTPC in Market
215	Clause NO, 6.DD. BILLING AND PAYMENT TERMS Penalties and Payment (b)  Vs  Clause NO, 6.UU Service Levels Agreement (SLA) Sl. No.1 (Day Ahead Forecast) Sl. No.2 (Intraday)	Forecast accuracy level must be within the range of ±1% on each day basis. In absence of accuracy level as prescribed (i.e. within the range of ±1% on each day basis) no payment (as per sr. 5 of above payment schedule table) shall be made for that day.  Vs  Accuracy Evaluation Day Ahead Forecast - >=97% accuracy over minimum 60% of time for cumulative of 96 buckets per day X 30 days (G), >=95% <97% accuracy over minimum 15% of time for cumulative of 96 buckets per day X 30 days (H), >=90% <95% accuracy over minimum 15% of time for cumulative of 96 buckets per day X 30 days (I) Intraday - >=97% accuracy over minimum 67% of time for cumulative of 96 buckets per day X 30 days (G), >=95% <97% accuracy over minimum 16.5% of time for cumulative of 96 buckets per day X 30 days (H), >=90% <95% accuracy over minimum 16.5% of time for cumulative of 96 buckets per day X 30 days (I)  Penalty 5% penalty will be levied on monthly FMS cost if the required accuracy is not achieved	Need clarity on the mentioned clauses, as both are contradictory. Should the Accuracy be calculated on daily basis or on Monthly basis., should ±1% be followed or on the slab given in Service Level Agreement.  Also let us know whether the Accuracy % will be measured upon MAPE or any other percentage (%) error calculating formula. Please clarify.	Refer Revised RFP
<b>Bidder 17</b>				
216	UU	Service Levels Agreement (SLA)	The SLA's defined in this section clearly highlights the service levels which are expected to be provided by bidder during the contract period which will ensure successful delivery of project. Hence, Requesting to Remove the redundant Milestone Penalty Clause b from Page 94.	Refer revised RFP
217	UU	Service Levels Agreement (SLA)	Kindly specify the ceiling/Maximum limit of penalties which shall be levied on monthly FMS Cost in case of deviations	Refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
218		Sizing Details	<ol style="list-style-type: none"> <li>1. Kindly Suggest the Size of data available in Data Sources highlighted in the RFP document</li> <li>2. Kindly Suggest how much data should be kept in memory for Analysis ( monthly, bimonthly, quarterly, yearly)</li> <li>3. Kindly suggest the growth in data size expected during the project duration. Requesting to include the impact of upcoming and future applications which are expected to be integrated as well.</li> <li>4. Number of users who will have access to Analytical Solution</li> <li>5. Number of Tags to be received for Streaming Analytics</li> <li>6. Kindly suggest number of environments envisaged under this project</li> </ol>	<ol style="list-style-type: none"> <li>1. The data size has to be decided by bidder.</li> <li>2. Minimum Yearly data should be available.</li> <li>3. Bidder may visit MSEDCL office for more information.</li> <li>4. Minimum 20 users, may be increased in future as per MSEDCL requirements</li> <li>5. Bidder has to decide</li> <li>6. Query not clear.</li> </ol>
219	3.2.6	Trade Optimization Should consider all energy commodities	Since MSEDCL is in the Business of Electricity Distribution and usually partakes in activities related to physical electricity trading in Exchange, we request to consider Trading Optimization of only physical electricity contracts as part of this project.	No Change.
220	3.2.6	Trade Optimization	Kindly Suggest the output from the Trade Optimization Process. This system is usually deployed by Energy Trading Entities who are procuring power from multiple sources and selling to multiple entities. They intend to do risk assessment and hedging as they have high exposure to Market Volatility. MSEDCL has mostly Long term Power Purchase agreements and only a short quantum is traded in short term market, hence risk associated is extremely low. MSEDCL also trades in only 3 Exchanges and a cumulative bid is put for 96 Blocks	Already elaborated in details in RFP
221	1.2.6	Generation of price forecast for DAM and preparation of market participation strategy by taking into consideration gap analysis of next-day	Kindly suggest the kind of price forecast which is envisaged in this project. Is this the price at which MSEDCL shall be making buying/selling decisions or Market clearing price of Exchange. Please note that we have 3 Exchanges now which may have 3 different MCP's. Is the expectation to have 3 Market Price Forecasts	Already elaborated in details in RFP
222	3.2.7	REAL TIME NETWORK MONITORING AND DEMAND MANAGEMENT	<ol style="list-style-type: none"> <li>1. Kindly suggest the Number of Substations to be integrated with Streaming Analytics Module</li> <li>2. Kindly suggest the Granularity of data in SCADA and location of SCADA Control Center</li> </ol>	<ol style="list-style-type: none"> <li>1. All substations in MSEDCL to be considered.</li> <li>2. There are 7 SCADA control centers in MSEDCL</li> </ol>
223	3.2.9	Invoicing & Verification	Kindly suggest Frequency and Number of Invoices received by MSEDCL on Yearly basis	As per RFP.
224	4.1.2.1	Bidder Experience Bidder shall have experience in implementation of Load Forecast solution using artificial intelligence and machine learning technology.	Since this is a premiere project of AI/ML, Advanced Analytics, Load Forecasting and Schedule optimization which is a relatively new domain for Power Distribution utilities, Kindly allow OEM experience for implementing such projects.	Please refer revised RFP.

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
225	4.1.2.1	Bidder Experience At least one of the project in above experience, shall be for implementation of proposed OEM solution.	Kindly Consider: At least one of the project in above experience, shall be for implementation of OEM solution.	Please refer revised RFP.
226	4.1.2.1	Bidder Experience i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	MSEDCL is the largest Distribution utility in India and a pioneer in adopting new Technologies which help in improving Efficiency of Distribution Business. Considering the nature and scale of MSEDCL it is difficult to find similar scale implementations in power distribution in India. Kindly allow experience of Implementing similar Advanced Analytics Solutions in Central Government Utilities & PSU's (which have similar customer base and complexities) as relevant experience for this Analytics initiative.	Please refer revised RFP.
227	4.1.2.1	Bidder Experience i. Experience in single project costing not less than the amount equal to Rs. 32 Crores (without taxes) OR ii. Experience in two projects each costing not less than the amount equal to Rs. 20 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs.16 Crores (without taxes)	Bidder/OEM Experience in Power Distribution Sector:  ii. Experience in 1 project costing not less than the amount equal to Rs. 18 Crores (without taxes) OR iii. Experience in two projects each costing not less than the amount equal to Rs. 8 Crores (without taxes)	Please refer revised RFP.
228	4.1.2.1	Bidder Experience For above experience, completed projects and ongoing projects whose go-live declared before date of publishing this tender shall be considered.	Kindly allow Valid references to be considered in addition to go-live declaration.	Please refer revised RFP.
229	4.1.2.1	The bidder must have at least 500 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	Kindly allow : The bidder must have at least 250 employees on its payroll at the time of Bidding performing software design, development, implementation, integration, testing, maintenance and support activities.	Please refer revised RFP.
230	4.1.2.1	Bidder/Lead Bidder shall have minimum CMMI Level 3 certification.	Please allow to submit the CMMI Level 3 Certification within 30 days from date LOA.	No Change. As per RFP.
231	3.2.1	Demand Forecasting	Kindly Define Granularity (15 min/hourly/Daily) and Horizon (1 day, 7 day, 6 months) for following Deliverables: 1. Short Term Forecasts 2. Medium Term Forecasts 3. Long Term Forecasts	Already elaborated in details in RFP
232	3.2.1	Demand Forecasting	What is the example of local condition at district/zone/ region and what kind of data will be available for sourcing?	The EHV substation wise with Power Transformer Wise, Generator Wise data is available in 15 Min time interval since Sep-2020. Further Hourly Gross Demand at STU peri available since 2008. FBSM bill data is available wherein computed MSEDCL T-D interface point demand . Further 11,22 & 33 KV feeder Hourly data (meter data based on AMR/MRI ) is available in MDAS. SCADA data of MSLDC is also available.
233	3.2.1	Demand Forecasting	What is the availability of historical data and potential causal factors for Renewable Energy Generation Forecasting point of view ?	Actual generation at Distribution end is available on 11 KV feeder level . But In respect of Rooftop Solar, same is available on monthly basis in energy terms.
234	3.2.1	Demand Forecasting	This section specifies role of External Parameters Impacting Demand Forecasts. Please explain the availability and sources for the external parameters listed in this section which shall be considered for procurement.	The responsibility of Third party data is with Bidder.
235	3.2.2.	SCENARIO ANALYSIS	Please confirm – Scenario Analysis can be interpreted as - a what-if analysis on the Forecast Output or in other words – iterative generation of the Demand Forecast - by changing levels of the casuals which have any significant contribution to this Forecast Model and then assessing the impact on the Forecast output	As per RFP
236	3.2.3	DEMAND SUPPLY POSITION MAP	Kindly elaborate the "expected activity around "system should be able to generate and evaluate the options to select Quantum"	The parameter mentioned below the sentence (in RFP) is the expected activity
237	3.2.8	ENTERPRISE VISUALIZATION	Kindly explain the availability and sources for the parameters listed to be considered under point x.	Already elaborated in details in RFP

S	RFP Section & Clause	Subject/RFP Clause	Query/Request	MSEDCL Response
238	3.2.11	Deviation Settlement Analysis and Dashboard	Kindly explain the source and structure of input data providing reasons for deviation from schedule such as Technical/operational reasons	The input data for DSM bill, actual drawal, schedule of various generators & for real time Demand schedule is available on MSLDC webportal of DSM
239	3.2.12	Database Management	Please detail the source systems to be considered and associated modules	Already elaborated in details in RFP
240	W	Extension of Time	Considering the complexities of the project & sequential dependencies and deliverables, the stabilization period may get extended beyond 6 months. Requesting you to accommodate the same. For e.g. Demand Supply Position Map can be developed only after Demand Forecast Development and Scheduling Optimization can be developed only after both Demand Forecast and Demand Supply Position Map.	Refer revised RFP.
241	Form 14 -OEM Undertaking	OEM's Undertaking - The applicable scope of work mentioned in the tender will be directly done by us and supported for the contract period.	Suggestion- modification as - OEM to implement and OEM/SI to maintain and give services for the maintenance period --- Justification -- This shall ensure accountability for successful delivery and also maintain balance of work between all parties involved from bidder's side.	No Change. As per RFP.
242	Z.DD.1	1. Software Licenses Cost with 1 year warranty : 100 % to be paid upon successful Go-live till Final Stabilization Acceptance of the project bidder should provide the Test/ development environment with no additional cost. The Software Licenses cost will be paid from date of Go-Live declaration.	Request to modify as Software Licenses Cost to be paid annual in advance on License Delivery --- Justification -- All OEMs expect payments to be made in advance on delivery .	Refer revised RFP.
243	Z.DD.2	2. Operational Training : 100% to be paid upon Successful Training	Payment for each apportioned Training should be done post each training	Refer revised RFP.
244	Z.DD.3	3. Implementation Cost : Acceptance test – UAT 20%, Go-Live 50%, Stabilization 30%	Request to make 1st payment of 20% in 1st quarter	Refer revised RFP.
245	Z.DD.4	4. Software ATS Cost for 4 years: After one year warranty period, ATS Cost to be paid for 4 years at the end of each year from second year onwards during contract period.	Software ATS cost should be paid annual in advance each year	Refer revised RFP.
246	Price Schedule	6. AWS Cloud Service Cost for 5 Years	Request to pay quarterly against the invoice of AWS or Reimburse the AWS Charges quarterly and Remove the clause from price bid. Justification : The prices of AWS are in US \$ dollar and Dollar exchange rates are highly fluctuating	No Change. As per RFP.