BRPL Response on Bidder's Queries on NIT No. CMC/BR/22-23/RB/PR/SN/1034

Sr No	Section Number	Page Number	Clause No	Clause Details	Query	BSES Clarification
1	Section 3	52	11. Return, Replacement or Substitution	BRPL shall give notice to AMISP of any defective Commodity promptly after becoming aware thereof. BRPL shall in its discretion elect to return defective Commodities to AMISP for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to AMISP of the cost of such substitute purchase. In later case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of AMISP. BRPL may set off such costs against any amounts payable by BRPL to AMISP or to recover through any other method provided under this contract.	We understand this clause is applicable for the Part-1 (Supply of Meters, RF Components Etc) and not applicable for this tender. Therefore request you to delete this clause.	Clarified as: Commodity shall include all material supplied by AMISP (like SMOC Hardware etc.), Issued by BRPL, field replaced material and in possession of AMISP
2	Section 3	53	Clause 14 SLAs and SLA Audit Sub-Clause 14.1	The AMISP shall be liable to penalties in the event of non-compliance of Service Level Agreements as specified in Section 6	We understand that if the problem is due to a meter provider issue, legacy application of discom, telecom service provider the SLA is out of AMISP responsability. Also Any delay on account of customer unacceptance/refusal, non avalability of requisite infrastructure at site, meter performance, delay due to modification of legacy software by discom etc .the SLA is out of AMISP responsiblity.	Clarified as: All such issues beyond AMISP control shall be tracked in system against service order and can be submitted to BSES at the time of SLA verification. All issues related purely to meter part and legacy billing system which are beyond control as per define scope of AMISP shall be considered suitably in SLA calculation.
3	Section 3	53	14.2	A designated team/ person from BRPL may review the system generated SLA performance report of AMISP each month. The review/audit report will form basis of any action relating to imposing penalty on or breach of Contract of the AMISP.	System generated reports shall be made available after detailed discussion and initial transaction period. SLA relaxation required for buil up phase till the time system is UAT Approved	Clarified as: AMISP shall provide updates to BSES on each and every stage during implementation phase/development phase accordingly further reports need to be shared whereas in case of deviation due to factors within the development stage those can be discussed and resolved
4	Section 3	55	22.1	Events of Default	Entire project schedule and payment terms in linked with Meter Supply hence delay in supply of Meters from BSES to be considered as event of defaults	Clarified As: All issues related purely to meter part and legacy billing system which are beyond control as per define scope of AMISP shall be considered suitably in project execution schedule variation.
5	Section 5	80	Clause 5 Terms of Payment Payment Schedule for Smart Meter Installation – Part P to Part T)	40% after successful reconcilation of inventory , handing over Old & Replaced meters etc.	Generally reconcillation is a continous process, and needs to be done regularly . We request to add, the reconcilation will be done on twice a month , the dates can be fixed.	Clarified as: Reconciliation shall be a regular practice however, payment clause is referring reconciliation of the lot for which payment is claimed after installation.
6	Section 5	81	5. Terms of Payment	4G Data charges to be paid for SIMs which are activated 15 days prior to Meter Installation after successful validation of Installed and Communicating Meters.	SIM Activation is subject to Meter Supply hence this clause is not acceptable. SIM activation will happen in lot as per meter supplied.	Clarified as: AMISP will ensure the SIM activation during Meter installation process
7	Section 6	94	Clause 5.2 Overview of the AMISP Scopre of Work, SubClause (a)	The supply of Smart Meters (Cellular, RF/PLC), Gateway /DCU etc. is excluded from AMISP Scope.	AMI solution may require that particular software will be installed on gateways/DCUs. How can we ensure that gateways/DCUs that will be selected will be compliant with this requirement ? Successful AMISP can provide specification to BRPL ? Also MESH n/w creation is a very properitory functionalty of RF module provider, which always limits the interoperability of RF system. Also, It means Meters with NIC card of RF vendor 1 , can not be used or integrated with NIC card of RF Vendor 2 with DCU of RF Vendor	Clarified as: Support shall be provided by the RF vendor engaged by BSES for integration of RF solution with UHES/MDMS.

8	Section 6	96	Clause 5.3 General Guidelines and Documentation Sub-Clause - iv.	Unless otherwise stipulated in the RFP or Contract, the scope of work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for comprehensive, successful and satisfactory implementation of the Solution as if such items were expressly mentioned in the Contract.	What the crietrias to decide what should be "reasonably inferred"?	Clarified As: Any additional item which are not specifically mentioned but might required to complete the AMI solution implementation as per the defined scope of work under this tender.
9	Section 6	96	5 - Overview of the AMISP Scope of Work , Subclause 5.2	I - Others - e. The bidder is expected to submit detailed implementation methodology, technical solution and project plan for this project along with the bid including names and profiles of the resources being deployed. The implementation methodology should include the enhancement requirements of SAP ISU and other integrated systems.	please suggest and details out enahancement requirements of SAP ISU.	Clarified as: Enhancement details are to be covered at the time of AS-IS and under the responsibility of AMISP
10	Section 6	99	Clause- 6.1 Overall System Architecture and design principle	AMI applications shall communicate to existing BRPL application like HES / AMI / Handheld for receiving data from other sources and SAP / Non SAP (other) systems to fulfil business requirements of BRPL.	Can you please bring more information about those information systems ? Like the detail of OEM, version of software, when it was commissioned, also high level architecture with various functional and software blocks and layers. We understand incase the legacy product is non standard/ non cots / end of life/the company does not exist any more inthat case discom will upgrade/replace the product with new product meeting the AMISP requirement. Any delay on account of this shall be responsiblity of DISCOM and DSICOM will compensate AMISP for the same. We understand any Enterprise service BUS , middleware or DATABASE required for legacy integration shall be in scope of DISCOM. Also we understand the necassry modifications at Leagacy system to make it compliant to AMISP requirement for integration is in DISCOM scope.	Clarified as: Existing/Legacy system details are provided in Annexure J (refer to amendments) , Integration support shall be provided by BSES for legacy system whenever required, however primary responsibility for integration shall be with AMISP. Any development which may require at legacy system for integration with AMI System will be taken care by BSES, however ESB, Middleware or Database which may require for integration shall be in AMISP Bidder Scope.
11	Section 6	105	Clause 8.3.1 Functional Requirements of Unified HES Sub-Clause (c)	Unified HES shall control devices and read meter data by interfacing with additional HES is in place (in case of additional HES deployed for RF / PLC communication and HES for existing AMR/Smart Meters)	Can you provide information abour HES in place and available interface ? Can you provide information about existing AMR/Smart meters ? (Manufacturer, type , communication technologie, quantity)	Clarified as : Existing HES/AMR : Genus, Secure Ewatch , Analogics and GEMS (for Grid Meters- In house) Grid Meter Makes : Secure , HPL and L&G (on serial communication) Consumer Meters : Genus & Secure (4G, 2G & NBIOT)
12	Section 6	109	8.3.4	Unified HES shall automatically retry for missed data; the number of retry attempts shall be configurable	Generally retries are not restricted for scheduled reads operations to achieve SLA. Please clarify this requirement in detail. Is there any requirement on minimum/maximum number of attempts required.	Clarified as: AMISP shall ensure SLA and perform retries accordingly
13	Section 6	109	8.3.4	Shall have the ability to accept input, process, store, and analyse billing meter data Register reads, Load profile, and Events / Alarms.	Why Analyze billing meter data in HES? It is responsibility of MDMS, please clarify	Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
14	Section 6	109	8.3.4	Shall have the ability to remotely diagnose and troubleshoot the communication module of the meter like no power to NIC, meter to NIC link status, NIC faulty, NIC hanged, NIC firmware not working	Please confirm will meter have any information related to diagnose, same can be captured in HES.	Clarified as: HES shall ensure the requirement if feature is supported by Meter

15	Section 6	110	8.3.6	iii. Shall have audit trail functionality for managing and storing all the records of activities performed between HES and MDMS.	Audit log is expected to store audit logs of all the activities between MDMS and HES? Question is should this be all activities and how long the audit shall be available?	Clarified As : Logs upto 3 Months in active mode and archival post 3 Months (retrieval of archived data to be ensured within 1 hr as and when required)
16	Section 6	112	8.4 - Meter Data Management System (MDMS)	3. BRPL detects tampering at consumer site - 3.3 Share with WFM to Notify BRPL personnel for site inspection	pls check the destination application mentioned as WFM. As a best practice, temper event should trigger work order in CIS system for execution and reporting.	Clarified as: Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
17	Section 6	113	Clause 8.4 Meter Data Management System (MDMS)	MDMS should support the future requirement of BRPL by way integration with other smart grid functionalities as listed in Clause 3	This is an Open ended statement and difficult to define the limit of the same., it is difficult to assess the future requirement at this stage also what is the definition of Future, is it during I&C phase or does that consider O&M phase also. We request AMISP shall be responsible for integration and functionality captured and approved during HLD and LLD phase. For any future requirement shall be captured as major change request, because that may require procurement of additional software which can not be envisaged at this stage.	Clarified as : This is limited to contract period and future requirement would be in accordance of desired capability of MDMS/HES/Analytics/Prepaid Module/Mobile App/SMOC.
18	Section 6	113	8.4 - Meter Data Management System (MDMS)	3. BRPL detects tampering at consumer site - 3.7 - Meter re-connection order once tamper issue is resolved	The reconnection order should have been triggered from CIS system instead of MDMS. Please check and change.	Clarified as: Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
19	Section 6	113	8.4 Table 1.1	At scheduled frequency meter sends data to HES. Consumption details including non-critical events will be in 30 min / 15 min block data, and data could be incremental to what was sent by meter in preceding instance	Will meter push the data or HES has to poll it? Please clarify	Clarified As: System shall support Push and Pull both, BSES may ask to run scheduler in push/pull mode (for all profile) to ensure SLA achievement through solution provided by AMISP
20	Section 6	114	8.4 - Meter Data Management System (MDMS)	10 - New consumer connection - 10.2- Generate meter installation order	How can be meter installation order be generated from MDMS. It would be from CIS system. Pls check and change.	Clarified as: Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
21	Section 6	114	Section10.2, 10.3	New Consumer Connection	Suggestion: Meter Installation request/confirmation, shall be managed directly between SAP IS-U & WFM	Clarified as: Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
22	Section 6	115	8.4 - Meter Data Management System (MDMS)	12. Migrate prepaid consumer to post-paid mode - 12.6 Enable post-paid mode in meter	what is the need of "engineering token". The prepaid to post paid and vice versa should be without any firmware update. It should be application driven. Please look into and change.	Clarified as: engineering token can be considered as flag to be updated into meter via HES
23	Section 6	161	8.8.3.3.3	g) CSP must ensure that public IP address of cloud VMs remains same even if cloud VM gets migrated to another data centre due to any incident.	Please clarify	Clarified as: Domain name should remain intact, irrespective of transfer in hosting services.
24	Section 6	174	8.8.7	i. Cyber – strategy and governance: The responsibilities under this group relates to the policy and decision-making aspects of cyber security framework ii. Cyber security – risk, operations and compliance: This group comprises of responsibilities relating to the operational parts of implementing cyber security policies	Does BRPL have a deined set of existing policies /procedures- would it be shared and our policy making would be specific to the Scope of work	Clarified as: BRPL has cloud security policy. Bidder \ AMISP should comply to BRPL Info Sec policies and procedures.
25	Section 6	174	8.8.7	National Institute of Standards and Technology (NIST) has developed a -framework for Cyber Physical Systems (CPS). The Framework provides a -taxonomy and organization of analysis that allow the complex process of -studying, designing, and evolving CPS to be orderly and sufficiently -encompassing	What is the expectation of the statement just reference or implementation of framework ?	Clarified as: Bidder \ AMISP should comply to statutory requirement.

26	Section 6	174	8.8.7	ii. Department of Electronics and Information Technology (DeitY), Government -of India has developed a National Cyber Security Policy. It aims a protecting -the public and private infrastructure from cyber- attacks	What is the expectation of the statement just reference or implementation of framework ?	Clarified as: Bidder \ AMISP should comply to statutory requirement.
27	Section 6	175	8.8.7 Cyber Security – General Guidance	j) Penetration & Vulnerability assessment test from CERT-IN certified auditors during SAT& Operations and Maintenance period.	We are considering that VAPT will be done once during SAT and yearly during O&M. Please confirm if frequency of VAPT for O&M is Half-Yearly /Quarterly.	Clarified as: Data privacy audit should cover VAPT and all other required audits as defined under STQC, CEA & cyber security norms. Agency should provide gap closure confirmation, stating application is secure to host and Server \ Firewall is secure \ no vulnerabilities along with result of penetration testing.
28	Section 6	176	8.8.9	AMISP is required to prepare and submit a "Privacy by Design" document to the BRPL which details out all the policies, practices, processes and technologies employed to manage, and process the Smart Meter data in a secure manner	Privacy by Design is a vast topic – needs more clear cut expectations - would be applicable only for the AMISP data ownership and clarity of Consortium applications to be defined out and RASCI spelt out.	Clarified as: Applicable for the entire scope of project
29	Section 6	177	8.8.9	AMI system should enable the BRPL to get the consumer consent on sharing and processing of Smart Meter data based on following criteria	Separate Data Security and Privacy and cyber security requirements -extraction to be agreed upon on signing LOA	Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
30	Section 6	177	8.8.9	AMISP is responsible to conduct 3rd party data privacy audit at least once every year based on evaluation criteria pre-identified by the BRPL in consultation with data experts. The audit report should be made available to BRPL. AMISP to take necessary actions on audit observations in consultation with the BRPL	Does a separate Privacy audit required or could it be clubbed as part of STQC audit ?	Clarified as: Data privacy audit should cover VAPT and all other required audits as defined under STQC, CEA & cyber security norms. Agency should provide gap closure confirmation, stating application is secure to host and Server \ Firewall is secure \ no vulnerabilities along with result of penetration testing.
31	Section 6	177	8.8.9	The CSP shall adhere to follow Privacy policy of BRPL	Privacy policy of BRPL to be handed over before signing the LOA for understanding	Clarified as: Available on BSES Public website. BRPL reserves right to change its privacy policy w.r.t upcoming Data Privacy Act and statutory regulations. AMISP \ bidder should comply to above points.
32	Section 6	189	12. Smart Meter Installation	After meter installation, details of consumer connections, such as consumer identification no., meter ID, its hardware & software configuration, name plate details, make, type i.e., 1 Phase or 3 Phase shall be updated in the system. The information would be captured through meter installation Application supplied by AMISP and to be updated in SAP /MDMS / HES on same day with proper validations.	As per experience this transactions from WFM to Billing system do not complete in 1 day due to exceptions generated in during the process. To achieve this all data shall be pushed to billing system on same day with or without validation otherwise it is not possible to achieve. Please clarify.	Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
33	Section 6	190	12.1	The scope of Smart Meter installation (Single Phase and Three Phase Whole Current Meters) work shall include the cost of all labour (electrical, civil, and others), materials, tools, MI application and other incidental expenses in connection with additional labour requirement.	Seals and clamps for the installation shall have to be provided by BSES	Clarified as: Meter, Meter Box, NIC, Meter Seals, Isolator/MCB and Service Cable shall be provided by BSES and rest all material to be arranged by AMISP

34	Section 6	191	12.3	Network survey does not absolve AMISP in delivery SLA in any project area where a particular communication technology is proposed by AMISP. The responsibility of BRPL would be limited to ensuring supply of Cellular meters . After receipt of Communication network survey report with details of low network or dark spots, AMISP has to recommend to implement RF solution as per the suitability. AMISP to coordinate with alternate communication technology BRPL vendor to ensure SLA between meter and HES for such implementation carried out by BRPL vendor. AMISP are advised to ensure the capability and capacity of such BRPL vendor before installation. In case of any dispute same need to be brought in notice of BRPL.	Despite of non availability of network SLA is responsibility of AMISP then it is recommnded AMISP to chose RF solution partner. AMISP won't be able to control RF solution provider on boarded by BSES. Please clarify.	Deviation in defined process (if any) may be considered suitably during finalization of HLD/LLD
35	Section 6	192	12.4.1	All type of transportation for movement of material and teams required for execution of work under this contract shall in the scope of Bidder.	Transportation of faulty meters shoud be in scope of Meter Supplier	Clarified as: All type of transportation from warehouse to site and back shall be under AMISP scope
36	Section 6	192	12.4.1	Integration with any third party/existing BRPL application.	AMISP will provide API's for their scope of work and it is responsibility of BSES to ensure required development to ensure completion of integration. Please clarify.	Clarified as: Integration shall be primary responsibility of AMISP, any development required at legacy/existing system end shall be under responsibility of BSES
37	Section 6	192	12.4.1	Integration with any third party/existing BRPL application.	BSES to provide all required infrastructure in order to carry out the development activities for integration. Please clarify.	Clarified as: Infrastructure requirement to carry out development activity for integration will be in the scope of AMISP, Any development which may require at legacy system for integration with AMI System will be taken care by BSES
38	Section 6	199	13.1	Operation and Maintenance	All Non Communication meters will be visited once and after defining cause for Non Communication respective party to attend Non Communication cases. Any revisits shall be done on chargable basis.	Clarified as: AMISP shall be responsible for maintaining SLA and operational activity, any such cases required intervention/action at utility end to be reported on timely basis.
39	Section 6	246	Annexure H, Subclause 2.4	The TSP shall not use the establishments, equipment and services installed under this Agreement for organizations other than BRPL	Please help provide more clarity, is this related to MPLS links, as mobility network at Last Mile location is shared resource	Clarified as: In case of GPRS mobility network at Last Mile location will be shared resource
40	Section 6	253	Annexure H MPLS Connectivity SLA	If MPLS availability at DC, DR of the cloud service provider and BRPL offices is below 99.5%	Our understanding is that SLA up time of 99.5% is combined SLA up time of DC & DR (i.e. If DC site is down then traffic will be routed to DR).	Clarified as : 99.5 % per site
41	Section 6	254	Annexure H	TSP shall ensure network expansion for 4G-LTE Services in the geographic location where 4GLTE network is not present & no Penalty for first 90 days but thereafter penalty will be applicable	network expansion timeline in any given territory can not be committed as the same is dependent on various external factors like permission, RoW Clearance, Commercialsand Regulatory factors. However it should not be made mandatory.	Clarified as: Exemption on penalty may be provided on case to case basis in case of TSP able to provide supported documents as evidence of problem beyond the control of TSP.
42	Section 6	256	Annexure H, Subclause F	Table3:Penalty will be applied in case of non-performance of Meter/Device communication issues attributable to TSP:	If the RCA points to the core network issue (GGSN/PGW), in that case penalties as defined in Table 2 (PGW /GGSN (Gateway GPRS support Node) and eNodeB (Evolved NodeB)/BTS (Base Transceiver Station) availability SLA) would apply. Any other penalties at device level are not acceptable as they can be due to multiple factors outside of TSPs control	Clarified as: Penalty shall be levied only if it is attributed to TSP