

KBK ELECTRONICS (PVT) LTD. - BIDDER'S QUESTIONS
PITC TENDER NO. PITC/G-224(105)/09-2024

SR. NO.	CLAUSE NO.	PAGE NO.	DESCRIPTION	QUESTION	PITC REPLIES
1	SECTION-I: INSTRUCTIONS TO BIDDERS Clause 5	10	Intellectual Property	Since we are the OEM of MDM software and the nature of this contract is operation and maintenance support of MDM software only therefore it should not require the transfer of the following software intellectual property rights such as templates, reports, designs, records, application configurations, data and written material, products, specifications and drawings, source code and object code. Please amend it accordingly.	PITC agrees with KBK query, but KBK will never share any software, templates, reports, designs, records, application configurations, data, written material, products, specifications and drawings, source code and object code with any one during the contract period.
2	SECTION-I: INSTRUCTIONS TO BIDDERS Clause 6	10	Area of Work: The Contractor shall be required to work in PITC WAPDA House, Lahore for provision of smooth MDM services.	Please explain this requirement.	As per RFP
3	SECTION-I: INSTRUCTIONS TO BIDDERS Clause 7	10	Confidentiality: The Contractor/Consortium and the personnel of any of them shall not disclose the terms, conditions or any information related to the project unless approved by Company. This Condition is applicable for five (5) years after the completion of entire Project.	Why would such a condition be applicable even after completion of the contract term? Please explain this requirement.	Condition is applicable for two (02) years after the completion of contract period.
4	SECTION-I: INSTRUCTIONS TO BIDDERS Clause 8	11	The value of Performance Security shall be 10% of the work order value to be issued by any scheduled bank of Pakistan having "AA+" rating.	The value of performance security should be 5% as per ongoing practice. Please amend.	As per RFP
5	SECTION-I: INSTRUCTIONS TO BIDDERS Clause 15	11	Payment Clause for: Payment will be made directly by consignees on quarterly basis within thirty days, from the date of receipt of invoice, on production of following documents:	Please explain "Joint Inspection Report" requirement.	The Joint Inspection Report will be replaced by a Performance Certificate. PITC will issue a Performance Certificate for the invoiced period, confirming that the support services

			b) Joint Inspection Report.		provided by the vendor were satisfactory.
6	SECTION – III: TECHNICAL REQUIREMENT	15	Experience The team proposed for this implementation must have relevant experience of deployment of Hardware, installation and configuration of software.	Please confirm that deployment of Hardware will also be included in the scope of this contract.	Vendor team must be capable enough to do this activity if required.
7	SECTION-IV: SCOPE OF WORK Clause 5	16	Call Center Support: i. The maintenance provider shall operate a use dedicated call center hosted by PITC to serve as the primary point of contact for PITC' technical inquiries, issue reporting, and service requests related to the MDM solution.	<ul style="list-style-type: none"> We believe there is typo mistake in this clause: "shall operate a use dedicated". Please amend it. Please confirm no. of agents required and no. of hours per day and no. of days per week. We suggest that there should be a separate lot / contract for call center support. Please amend accordingly. 	Vendor will ensure 24/7 availability of resource / agents to take queries / problems from DISCOs. The number of resource / agents may vary according to requirement and increase in number of nodes.
8	SECTION-IV: SCOPE OF WORK Clause 6	16	On-Demand Network Expertise	We suggest that there should be a separate lot / contract for network support. Please amend accordingly.	As per RFP
9	SECTION-IV: SCOPE OF WORK Clause 8	17	Contract / SLA Jurisdiction: As part of the contractual agreement, the service provider must produce an affidavit during the contract period. This affidavit is a formal declaration that the service provider will not engage in providing any AMI or Meter Data Management (MDM) services to any other organizations within the Power Sector, including any other DISCOs.	Since we are the OEM of MDM software, and the nature of this contract is operation and maintenance support of MDM software only therefore it should not require such declaration. Please amend it accordingly keeping conditions of prevention of potential conflicts of interest and ensuring the service provider's focus remains on delivering the agreed-upon services.	The vender may offer only AMI services to other formations except MDM.
10	SECTION-VI: GENERAL CONDITIONS OF CONTRACT (GCC) Clause 25	24	Confidential Information: The Contractor and the personnel of contractor shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the assignment, the	Why would such a condition be applicable even after completion of the contract term? Please explain this requirement. It also contradicts with Clause: 7 Page: 10.	As per RFP

			Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.		
11	Annexure-SCHEDULE OF PRICE	39	<p>Software Development / Maintenance Support</p> <p>Note: The successful bidder will have to provide remote support for all tasks mentioned above. If on site visit is required by PITC or bidder, then it shall be quoted separately.</p>	Please explain this requirement.	The bidder will be responsible for successfully operating the software throughout the contract period. Therefore, any type of support, whether remote or onsite, will be included as part of the contract.
12	Annexure-SCHEDULE OF PRICE	39	<p>Software Development / Maintenance Support</p> <p>Note:</p> <p>I. The BOQ is estimated only, it may vary up to any extent.</p>	Please explain this requirement.	As per RFP
13	SECTION-II Submission Data Sheet	14	<p>Validity Period</p> <p>Ninety (90) Days from the date of opening of financial Bid cum Commercial proposal.</p>	As the bidder will submit Bank Guarantee valid for 90 days from the date of submission of Bid, as such, validity of period should be 90 days from the date of submission of Bid instead of existing as we don't know opening date of Financial Bid. Please amend it accordingly.	Accepted.