## REPLY TO BIDDER'S QUERIES-III

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	Section	DATA HOSTING AND SERVICES AGREEMEN T FOR 5 YEARS	DATA HOSTING AND SERVICES AGREEMEN T FOR 5 YEARS	DATA HOSTING AND SERVICES AGREEMEN T FOR 5 YEARS	SECTION –II ITB	SECTION -II ITB	
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Commerci	Clause	9	7	8. Penalti es	16.0 EARNES T MONEY	13.3	
Commercial Meter with Integrated AMR Reference	Subject	Bidder shall be responsible for hosting of meter reading data in Bidder's cloud server for 5 years from the date of FOI	7. DATA ANALYTICS	If Bidder fails to meet any of the following requirements CUGL may forfeit the CPBG as per the penalty clauses		With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is aviliable) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence.	Through email dated 03.02.2021
Bid Document No. : CUGL/C&P/TEN2021/20,219,036 dated 31.12.2020	Bidder's Queries/ Observation/Comments	We understand that there is no separate FOI shall be provided to bidder for data hosting purpose, and the 5 year data hosting time shall be considered from the date of the Purchase order, Kindly confirm if our understanding is correct	We want to understand that there are 3 dashboards are required for data analytics i.e. Management dashboard, Marketing dashboard and Operation dashboard placement of order to bidder, which have same parameters to be provided by bidder, Please clarify how these three dashboards are different from each other.  If there are same parameters to be provided to all dashboard then kindly confirm bidder can consider only one dashboard instead of 3 dashboards.  Kindly clarify.	Bilder is requesting to M/s CUGL to keep penalties against each instance instead of forfeiting the CPBG otherwise it will be a risk from both of the side i.e. if M/s CUGL shall forfeit CPBG for any instances happened then what shall be for other instances for 5 years and also there is huge risk on bidder's financial health for forfeiting CPBG. Kindly accept our request and keep provisioning of penalties against each instance which should be lesser than the hold amount for webhosting (i.e. 5%) and cumulatively which can go up to max of 5% of the contract value.	As per the new circulation of Government with circular no. No. R.9/4/2020-PPD Dated the 12th November 2020, in which it has written that "no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents", hence we are requesting M/s CUGL to exempt EMD for this	Bidder is importing material as finished goods in India, as per clause no. 13.3 (under 13.0 Taxes and Duties) in ITB, bidder understand that any statutory variation in import duty on CIF value shall be reimbursed to Bidder by M/s CUGL. Kindly confirm if our understanding is correct.	In reference to subject tender and our telephonic discussion, we suggest in a Tender condition prevails, logical way to keep data hosting part in M/s CUGL scope so that you can get the benefit of economy of scale for your all the meters, otherwise it seems to us during the costing that the data hosting cost for only 5 years is coming out more than the meter cost which may not be economical/acceptable on commercial point of view for M/s CUGL. Kindly confirm.
19,036 dated 31.12.2020	CUGL Response	The web services shall be valid for 05 years from the receipt of last lot. Tender condition prevails	Tender condition prevails. The parameters against the different dashboard shall be finalized after the placement of order to bidder.	Tender condition prevails	Tender condition prevails	Since this is a domestic bidding and any statutory variation in GST will only be applicable within the contractual delivery period as ITB clause no. 13.1.	Tender condition prevails.

Bidder are required to submit the "REPLY TO BIDDER'S QUERIES' alongwith the bid duly singed & stamped.

