



National Smart Grid Mission  
Ministry of Power  
Government of India

*Model Standard Bidding Documents  
(SBD) for Appointment of Advanced  
Metering Infrastructure Service  
Provider (AMISP) for Smart Prepaid  
Metering in India on Design-Build-  
Finance-Own-Operate-Transfer  
(DBFOOT) basis.*

*Part-1:*

*Model Request for Proposal (RfP) for  
Appointment of AMISP*

## General Information

- A. This Model Standard Bidding Document (SBD) has been prepared for the selection and appointment of Advanced Metering Infrastructure (“AMI”) Service Provider (“AMISP”) for Smart Prepaid Metering in India on Design Build Finance Own Operate Transfer (DBFOOT) basis by the State Power Utilities.
- B. It consists of two parts:
- (i.) Model Request for Proposal (RFP) for the selection and appointment of Advanced Metering Infrastructure (“AMI”) Service Provider (“AMISP”) for Smart Prepaid Metering in India on Design Build Finance Own Operate Transfer (DBFOOT)
  - (ii.) Model AMISP Contract to be signed between AMISP, Selected Bidder and Utility.
- C. The Model RFP include the following:

Section	Description
1	Definitions and Abbreviations
2	Important Dates and Amounts
3	Introduction
4	Instruction to Bidders
5	Tender Evaluation Methodology
Forms & Procedures	<ol style="list-style-type: none"> <li>1. List of Consortium Members / Sub-Contractors</li> <li>2. Bidder Information</li> <li>3. Project Implementation Plan</li> <li>4. Bidder’s Representative and Key Personnel</li> <li>5. Resume and Declaration</li> <li>6. Format of Bank Guarantee for Bid Security</li> <li>7. Format for Sending Query to Utility</li> <li>8. Format of Covering Letter Submission of Bid</li> <li>9. Format of Consortium Agreement</li> <li>10. Format of Power of Attorney by Consortium Member in favour of Lead Consortium Member</li> <li>11. Format of Power of Attorney by Lead Consortium/Sole Bidder</li> <li>12. Format of Letter of Consent</li> <li>13. Format of Summary of Audited Financial Statements</li> <li>14. Format of Record of Similar Work Done</li> <li>15. Format of Bill of Quantities</li> <li>16. Format of Submission of Financial Bid</li> <li>17. Data Requirement Sheet</li> <li>18. Table of Compliance</li> <li>19. Format of Performance Security</li> <li>20. Format of Letter of Award</li> </ol>

- D. The Model AMISP Contract include the following:

Section	Description
Article	<ol style="list-style-type: none"> <li>1. Definitions and Interpretation</li> <li>2. The Contract</li> <li>3. Responsibilities and Deliverables</li> <li>4. Specifications and Standards</li> <li>5. Exclusivity, Rights, Title and Interest to AMI System and Equipment</li> <li>6. Contract Price and payment</li> </ol>

Section	Description
	7. Performance Security 8. Liquidated Damages, Penalty and Incentive 9. Force Majeure 10. Intellectual Property 11. Termination 12. Liability/ Indemnity 13. Governing Law and Settlement of Disputes 14. Change Order 15. Miscellaneous 16. Confidential Information 17. Subcontracting 18. Warranty 19. Change in Laws and Regulations 20. Severability 21. Language 22. Assignment 23. Entire Agreement 24. Disclaimer 25. Public Disclosure 26. SLA Audit 27. Adherence to Safety Procedures, Rules, Regulations and Restriction 28. Non-Solicitation of Staff 29. Survival 30. Notices
Form	Format of Performance Security
Schedule	A. Project Implementation Schedule B. Exit Management Plan C. Payment Security Mechanism D. Integration Interface of Existing Enterprise Applications E. Technical and Financial Bid as submitted by the Selected Bidder F. Technical Specifications, Functional Requirements and service level Agreement as specified by utility

- E. All concerned parties are requested to understand this Model SBD in detail in order to comply with Project requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, minimum technical specifications, functional requirements, Service Level Agreements and general terms and conditions of the AMISP Contract.
- F. All concerned parties are requested to strictly abide by ALL terms prescribed in this Model RFP and provide accurate information to the best of their knowledge without misleading for participation this Project.

**Model Request for Proposal**  
**Appointment of Advanced Metering Infrastructure**  
**(AMI) Service Provider for Smart Prepaid Metering in**  
**India on DBFOOT basis**

## Guidance Note

<The terms and conditions of this RFP have been defined considering full implementation of AMI Project at the Utility level. Utility may decide phase-wise roll-out of such AMI Project. >

General Instructions for Utility:

- a) Note 1: The provisions in angle brackets (< >) are for guidance and should be omitted from the RFP before it is issued to prospective Bidders.
- b) Note 2: All Project-specific provisions in this RFP have been enclosed in square parenthesis ([ ]) and may be modified, as necessary, before issuing the RFP to prospective Bidders. The square parenthesis should be removed after carrying out the required modification>

Instructions for Utility in case requirement of SPV formation is dispensed with:

1. It is suggested that the AMISP be a Special Purpose Vehicle incorporated by the Selected Bidder. However, The Utility in its discretion may dispense with the formation of SPV in the event smart meter quantity of less than 250,000 and/ or Selected Bidder is a Sole Bidder and a company incorporated in India.
2. In the event State Power Utility proposes to not incorporate a SPV for the project following changes may be required to be made in the SBD.

### 3. RFP

- a. Definition of “Special Purpose Vehicle” to be deleted.
- b. Entire Clause 4.3.2.3 (including 4.3.2.3.1 go 4.3.2.3.5) shall be deleted. Clause 4.3.2.3 to be modified as under.

#### Existing

4.3.2.3. In the event, Selected Bidder is a Consortium, pursuant to clause 5.9, the Selected Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act 2013 (the “SPV”), to execute the AMISP Contract and implement the Project. The selected Bidder shall comply with the following requirements:

4.3.2.3.1. Selected Bidder shall ensure that it subscribes to 100% of the equity share capital of the SPV. The members of the consortium shall hold shares in accordance with the shareholding pattern indicated in the Consortium Agreement;

4.3.2.3.2. Selected Bidder shall continue to hold not less than 51% for the entire term of the AMISP Contract;

4.3.2.3.3. Selected Bidder shall ensure no change in shareholding up to two years after Work Completion as per the AMISP Contract;

4.3.2.3.4. The Lead Consortium Member shall hold at least 51% (fifty-one per cent) of the equity of the SPV at all times until the two years from Work Completion as per the AMISP Contract and 26% for the remaining term of the AMISP Contract

#### Modified

4.3.2.3. The Lead Bidder / Sole Bidder shall have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India at the time of submission of the Bid. In case of Award of Contract, other Consortium Members shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.

- c. Clause 4.14.4 to be modified as under.

**Existing**

4.14.4. In case a Sole Bidder or any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/ authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Form 10.

**Modified**

4.14.4. In case a Sole Bidder or any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/ authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Form 10. In the event of Award of Contract, such foreign entity(ies) shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.

4.14.4.1 Provided further that such Board resolutions/Power of Attorney/authorization, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted

- d. Form 9: Format of Consortium Agreement- Clause 2 of the Format should be modified as under:

**Existing**

2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure-A** to this Agreement. In the event the Consortium is selected pursuant to the Bidding Process, the shareholding of all each of the Consortium Members in the AMISP shall be as under:

<b>S.No</b>	<b>Party</b>	<b>Proposed Shareholding</b>
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1.	Lead Consortium Members	(Not Less than 51%)
2.	Party 1	(Not Less than 10%)
3.	Party 2	(Not Less than 10%)
3.	Party 3	(Not Less than 10%)
4.	Party 4	(Not Less than 10%)

**Modified**

2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure-A** to this Agreement.

- e. Form 20: Clause 3 of the LOA should be modified as under

Existing

3. You are requested to please take steps for incorporation of the SPV in terms of the RFP for execution of the AMISP Contract. The execution of the AMISP Contract shall happen only after you have furnished the performance security in terms of the RFP.

Modified

3. The execution of the AMISP Contract shall happen only after you have furnished the performance security in terms of the RFP.

**4. AMISP Contract**

- a. The Agreement shall be entered into between the State Power Utility and Selected Bidder only. In the event the Selected Bidder is a consortium, the agreement would be executed by the Lead Consortium Member as the power of attorney of all the Consortium Member.
- b. The recital clause shall be modified as under:

**Existing**

**AND**

..... [A company incorporated by the Selected Bidder in terms of the Companies Act, 2013 having its registered office at..... [Registered address of the Company] (hereinafter referred to as the “AMISP” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

**AND**

..... [The Selected Bidder identified pursuant to the RFP, in the event of the Consortium- Lead Member shall execute this Contract] having its registered office at..... [Registered address of the Company] (hereinafter referred to as the “Selected Bidder” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).<sup>1</sup>

**WHEREAS** [Utility] had invited Bids for Appointment of AMI Service Provider for Smart Prepaid Metering in India on Design Build Finance Own Operate Transfer (DBFOOT) basis (the “Project”) through Tender No. [Tender Details]

**WHEREAS** after evaluation of the Bids received from the Bidders, the Utility accepted the Bid of the [Bidder/ Consortium comprising [\_\_\_\_\_]] (collectively, the “Selected Bidder”), and issued its Letter of Award No. [\_\_\_\_\_] dated [\_\_\_\_\_] (“LOA”) to the Selected Bidder, requiring the Selected Bidder, inter alia, to execute this Contract within the time period prescribed in the RFP, through a special purpose vehicle.

**WHEREAS** the Selected Bidder has since promoted and incorporated such a special purpose vehicle as the AMISP under the Companies Act, 2013 in accordance with the terms of the RFP, and has requested the Utility to accept the AMISP as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Contract for Design Build Finance Own Operate Transfer (DBFOOT) AMI system in the Project area.

**WHEREAS** the AMISP, by its letter dated [\_\_\_\_\_], while representing that it has been promoted by the Selected Bidder for the purposes hereof, joined in the request of the Selected Bidder to the Utility to accept the AMISP as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Contract pursuant to the Letter of Award (LOA).

**Modified**

**AND**

..... [The Selected Bidder identified pursuant to the RFP, in the event of the Consortium- Lead Member shall execute this Contract as POA holder on behalf of the entire Consortium] having its registered office at.....

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<sup>1</sup> In the event Selected Bidder is a consortium, the Lead Member in its individual capacity shall execute this Contract.



[Registered address of the Company] (hereinafter referred to as the “AMISP” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).<sup>2</sup>

**WHEREAS** [Utility] had invited Bids for Appointment of AMI Service Provider for Smart Prepaid Metering in India on Design Build Finance Own Operate Transfer (DBFOOT) basis (the “Project”) through Tender No. [Tender Details]

**WHEAREAS** after evaluation of the Bids received from the Bidders, the Utility accepted the Bid of the [Bidder/ Consortium comprising [\_\_\_\_\_]], and issued its Letter of Award No. [\_\_\_\_\_] dated [\_\_\_\_\_] (“LOA”) to the Selected Bidder, requiring the Selected Bidder, to enter into this AMISP Contract and perform the obligations of AMISP.

**WHEAREAS** the Selected Bidder has since complied with the conditions specified in the LOA and has agreed to perform the obligations and exercise the rights of the AMISP in this AMISP Contract to Design Build Finance Own Operate Transfer (DBFOOT) AMI system in the Project area.

- c. Article 1.1 Definitions. Serial No 10 “AMISP Contract” or “Contract” should be modified  
**Existing**

10.	<b>“AMISP Contract” or “Contract”</b>	The Contract to be entered into between the SPV incorporated by the Selected Bidder, Selected Bidder <sup>3</sup> and the Utility for undertaking the AMI Project.;
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**Modified**

10.	<b>“AMISP Contract” or “Contract”</b>	The Contract to be entered into between Selected Bidder and the Utility for undertaking the AMI Project.;
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- d. Article 1.2.1 shall be modified as under:

**Existing**

[Utility], the Selected Bidder, and the AMISP/ Contractor shall individually be referred to as “Party” and collectively as “Parties.”

**Modified**

[Utility] and the AMISP/ Contractor shall individually be referred to as “Party” and collectively as “Parties.”

- e. Article 3.6.2 shall be deleted  
f. Article 3.8 shall be deleted.  
g. Article 6.2.5 shall be modified as under

<sup>2</sup> In the event Selected Bidder is a consortium, the Lead Member in its individual capacity shall execute this Contract.

<sup>3</sup> Lead Bidder in the event the Selected Bidder is a consortium

## **Existing**

6.2.5 AMISP will raise and deliver two copies of the invoice for AMISP Monthly Fee and the SLA performance report to the Utility for the monthly payments within first 5 (five) working days of every month. Utility may dispute the amount payable within 10 (ten) working days from the date of receipt of invoice and SLA performance report. Utility shall pay the undisputed amount within 10 days of receipt of invoice and SLA performance report. In the event of failure of Utility to pay the undisputed amount within the period specified hereinabove, AMISP may recover the undisputed amount through the Payment Security Mechanism.

## **Modified**

AMISP will raise and deliver two copies of the invoice for AMISP Monthly Fee and the SLA performance report to the Utility for the monthly payments within first 5 (five) working days of every month. Utility may dispute the amount payable within 10 (ten) working days from the date of receipt of invoice and SLA performance report. Utility shall pay the undisputed amount within 10 days of receipt of invoice and SLA performance report. In the event of failure of Utility to pay the undisputed amount within the period specified hereinabove, AMISP may recover the undisputed amount through the Payment Security Mechanism. All payments under this AMISP Contract shall be made to the Lead Consortium Member and Utility shall have no role in inter se payments to the Consortium Members

- h. Article 29.2 to 29.4 to be inserted in the event Selected Bidder is a consortium

29.2 In the event AMISP is a consortium and a Party proposes to cease to be a member of the Consortium it shall send a notice to the Utility and all other members of the Consortium. In the event no objection is received from the Utility and/ or other Consortium Member within 15 days of the receipt of notice, the Consortium Member shall be entitled to leave the Project after giving a notice of 7 days.

29.3 Notwithstanding that exit of any member of the consortium the Lead Consortium Member shall be responsible for development of the Project and compliance with the terms and conditions of this AMISP Contract.

29.4 In the event Lead Consortium Member proposes to bring in a new entity for implementation of the Project, such new entity shall execute a deed of adherence stating that it shall comply with the provisions of the Consortium Agreement and the AMISP Contract

- i. The execution page would have to modified to remove reference to Selected Bidder

## Tender Disclaimer

To be provided by [Utility]

## Document Checklist

Sr.	Document	Attached? (Yes/ No)	For Official Use
1.	Tender Fee		
2.	List of Consortium Members and Subcontractor(s) (as applicable) as per the format prescribed in Form 1		
3.	Bidder Information as per the format prescribed in Form 2		
4.	Project Implementation Plan as per format provided in Form 3		
5.	Curriculum Vitae of key personnel as per format provided in Form 4 and Form 5		
6.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Form 6		
7.	Covering Letter for Submission of Bid by Sole Bidder / Lead Consortium Member as per format prescribed in Form 8		
8.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Form 9		
9.	Power of Attorney by each Consortium Member in favour of Lead Consortium Member as per format prescribed in Form 10		
10.	Power of Attorney by Lead Consortium Member/ Sole Bidder authorizing an Individual Designated Representative for the Consortium/ Bidder as per the format prescribed in Form 11		
11.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Form 12		
12.	<p><b>For Lead/ Sole Bidder Experience (Refer Clause 4.3.1.1):</b></p> <ul style="list-style-type: none"> <li>i. References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 14);</li> <li>ii. Documentary evidence of Project completion such as client completion certificate, proof of payment received and client certificate of delivery of material, proof of asset capitalized in books of accounts (as applicable)/ and similar proofs along with contact details of the client.</li> </ul>		

Sr.	Document	Attached? (Yes/ No)	For Official Use
13.	<p><b>For System Integration Experience (Refer Clause 4.3.1.2):</b></p> <ul style="list-style-type: none"> <li>i. References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 14);</li> <li>ii. Documentary evidence of completion of the Project or completion of Go-Live status (i.e. Go-live certificate, UAT testing certificate etc.) or other documentary evidence indicating completion (e.g. proof of payment received and client certificate for supply of material or similar proofs) along with contact details of the client;</li> <li>iii. Client certificate and other documentation for implementation performance/ operation.</li> </ul>		
14.	<p><b>For Financial Strength (Refer Clause 4.3.1.2):</b> Audited Annual financial statements, Balance Sheet and P&amp;L Account of all Consortium Members/ Sole Bidder for the respective Financial Years as per the format prescribed in Form 13</p>		
15.	<p><b>For Quality Certification (Refer Clause 4.3.1.2.):</b> A valid ISO and CMMI certificate on or before the date of Bid Submission</p>		
16.	Bill of Quantities as per format provided in Form 15		
17.	Financial Bid as per format provided in Form 16		
18.	Data Requirement Sheet as per format provided in Form 17		
19.	Table of Compliance as per format provided in Form 18		
20.	Performance Security as per the format prescribed in Form 19		
21.	Letter of Award as per the format prescribed in Form 20		
22.	Copy of this RFP with sign and official seal on every page		

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# Definitions and Abbreviations

## 1.1. Definitions

1. <b>“Affiliate”</b>	:	“Affiliate” shall mean a company or AIF or Foreign Investment Fund that either directly or indirectly: i. controls or ii. is controlled by or iii. is under common control with a Bidder and “control” mean ownership by one company or AIF or Foreign Investment Fund of 26% of the voting rights of the other company or AIF or Foreign Investment Fund, as the case may be;
2. <b>“Alternative Investment Fund” or “AIF”</b>	:	“AIF” shall have the meaning as ascribed to the term ‘alternative investment fund’ under Regulation 2(1)(b) of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as may be amended from time to time)
3. <b>“ACI”</b>	:	Minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time).  In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 1 (one) months prior to the date of Bid Submission;
4. <b>“AMISP Service Charge”</b>	:	The payment to be made by the Utility to the AMISP in INR per meter per month for each category of meter as quoted in the Bid;
5. <b>“AMISP Contract” or “Contract”</b>	:	The Contract to be entered into between <i>&lt;the SPV, incorporated by the Selected Bidder&gt;</i> <sup>4</sup> , Selected Bidder <sup>5</sup> and the Utility for undertaking the Project;
6. <b>“Bid”</b>	:	The bid submitted by a Bidder(s) in response to this RFP;
7. <b>“Bidder(s)”</b>	:	Individual entity or Consortium of entities bidding in response to this RFP. The Bidder can either be a company incorporated under the applicable laws of their relevant jurisdiction or an AIF or a Foreign Investment Fund
8. <b>“Bidding Consortium”</b>	:	The Consortium of entities bidding for Project after executing Consortium Agreement as per the terms and conditions of this

<sup>4</sup> The Utility in its discretion may dispense with the formation of SPV in the event smart meter quantity of less than 250,000 and/ or Selected Bidder is a Sole Bidder and a company incorporated in India. Refer Guidance Note for suitable changes in this RFP

<sup>5</sup> Lead Bidder in the event the Selected Bidder is a Consortium

RFP;

9.	<b>“Bid Submission Deadline”</b>	:	Shall have the meaning as ascribed thereto in Clause 4.16;
10.	<b>“Conflict of Interest”</b>	:	Shall have the meaning as ascribed thereto in Clause 4.1.7;
11.	<b>“Consortium Member”</b>	:	Any Member of the Bidding Consortium other than the Lead Consortium Member;
12.	<b>“Contractor”</b>	:	Same as “AMISP”;
13.	<b>“Contract Value” or “Contract Price”</b>	:	Shall have the meaning as ascribed thereto in Article 6.1 of the AMISP Contract;
14.	<b>“Financial Bid”</b>	:	Shall have the meaning as ascribed thereto in Clause 4.15;
15.	<b>“Financial Year” or “FY”</b>	:	Period starting from 1st April of a calendar year to 31st March of the consecutive calendar year;
16.	<b>“Foreign Investment Fund”</b>	:	“Foreign Investment Fund” shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator of a “foreign jurisdiction”
17.	<b>“Foreign Jurisdiction”</b>	:	“Foreign Jurisdiction” means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral Memorandum of Understanding (IOSCO’s MMOU) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies and are allowed to make investment India in terms of applicable law
18.	<b>“Lead Consortium Member” or “Lead Bidder”</b>	:	The Member of the Bidding Consortium, designated as such by the other members of the Consortium, having authority to represent all the members before the Utility;
19.	<b>“Operational Go-live”</b>	:	The Operational Go Live of the AMI system shall be the stage of completion of the SAT for a minimum of [5%] of Smart Meters (along with its related hardware and software equipment) supplied installed and integrated. AMISP’s obligations for Operational Go Live of the system shall be deemed to be met when the milestones as set out in the AMISP Contract are achieved;
20.	<b>“Parent(s)”</b>	:	“Parent(s)” shall mean a Company or an AIF or a Foreign Investment Fund that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidder, as the case may be;
21.	<b>“Project”</b>	:	[Utility]’s AMI Project defined in Section 3;

22. <b>“Request Proposal” or “RFP”</b>	<b>for</b>	: This Tender No. [Tender Name and Details] including all its Volumes for Appointment of AMISP (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time to time);
23. <b>“Service(s)” or “Related Service(s)”</b>	<b>or</b>	: Any Service(s) performed or to be performed as a part of the Project by the AMISP;
24. <b>“Special Purpose Vehicle” or “SPV”</b>	<b>:</b>	a company incorporated under Companies Act, 2013 for the purpose of executing the Project as set out in Clause 4.3.2.3;
25. <b>“Sub-Contractor”</b>		Subcontractor, including manufacturers, means any person to whom execution of any part of the AMISP Contract, including preparation of any design or supply of the AMI Project, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns;
26. <b>“Technical Bid”</b>	<b>:</b>	Shall have the meaning as ascribed thereto in Clause 4.14;
27. <b>“Tender”</b>	<b>:</b>	Same as “RFP”;
28. <b>“Tender Fee”</b>	<b>:</b>	Shall mean the fees submitted with the RFP;
29. <b>“Total meter-months of operating the AMI System after Operational Go-Live”</b>	<b>:</b>	The product of total number of Smart Meters to be installed in the AMI Project and 90 (ninety) months;

*Please Note: Capitalised terms used herein but not defined specifically shall have the meaning as ascribed to them under the AMISP Contract.*

## 1.2. Abbreviations

1.	<b>AMI</b>	Advanced Metering Infrastructure
2.	<b>AMISP</b>	Advanced Metering Infrastructure Service Provider
3.	<b>BG</b>	Bank Guarantee
4.	<b>BoM</b>	Bill of Material
5.	<b>BoQ</b>	Bill of Quantity
6.	<b>C&amp;I</b>	Commercial and Industrial
7.	<b>CMMI</b>	Capability Maturity Model Integration
8.	<b>CV</b>	Curriculum Vitae
9.	<b>DCU</b>	Data Concentrator Unit
10.	<b>DBFOOT</b>	Design Build Finance Own Operate and Transfer
11.	<b>FOR</b>	Freight on Road
12.	<b>GPRS</b>	General Packet Radio Service
13.	<b>GST</b>	Goods and Services Tax
14.	<b>HES</b>	Head-End System
15.	<b>IPR</b>	Intellectual Property Rights
16.	<b>ISO</b>	International Organization for Standardization
17.	<b>IT</b>	Information Technology
18.	<b>LAN</b>	Local Area Network
19.	<b>MDM</b>	Meter Data Management
20.	<b>NIC</b>	Network Interface Controller
21.	<b>NMS</b>	Network Management System
22.	<b>P&amp;L</b>	Profit & Loss
23.	<b>PLC</b>	Power Line Communication
24.	<b>PO</b>	Purchase Order
25.	<b>PON</b>	Power Outage Notification
26.	<b>PRN</b>	Power Restoration Notification
27.	<b>QR</b>	Qualification Requirement
28.	<b>RF</b>	Radio Frequency

29.	<b>RFP</b>	Request for Proposal
30.	<b>SEBI</b>	Securities and Exchange Board of India
31.	<b>SI</b>	System Integrator OR System Integration
32.	<b>SLA</b>	Service Level Agreement
33.	<b>VoIP</b>	Voice over Internet Protocol
34.	<b>WAN</b>	Wide Area Network
35.	<b>WO</b>	Work Order

## 2. Important Dates and Amounts

*Please Note: This needs to be filled out by the Utility*

### Dates

	Date	Time
a) Commencement of downloading of this RFP and e-bidding		
b) Pre-bid meeting		
c) Last date for e-bidding		
d) Last date for receipt of RFP		
e) Bid Opening (if possible)		
f) Evaluation of Technical Bid and Opening of Financial Bid		
g) Issue of Letter of Award (LOA)		
h) Execution of AMISP Contract		

### Amounts for Bidding

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A. Tender Fee to be submitted with the RFP (Non- Refundable) : INR [X]

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B. Bid Security (Refundable) : INR [X] crores

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C. Other Payments or Bank Guarantees for the AMISP shall be as per the terms and conditions defined in this RFP

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Note: All payments shall be made in the form of A/C Payee demand draft/ Bank Guarantee or RTGS in favour of [Utility] payable at [Place] drawn on:

1. Any Scheduled Commercial Bank.

## 3. Introduction

### 3.1. Background

[Utility] intends to appoint a “Advance Metering Infrastructure Service Provider (AMISP)” or the “AMISP” for Design-Build-Finance-Own-Operate-Transfer (DBFOOT) the Advance Metering Infrastructure (AMI) Project in the pre-paid (by default)/ post-paid mode in selected area(s) of operation. AMISP shall be responsible to finance and implement the entire project. The AMISP shall also be responsible for its operations for [X] meter-months of all meters and related infrastructure after Operational Go-Live of the AMI system. Utility shall pay AMISP Service Charge on monthly basis to AMISP in accordance with the terms and conditions of the AMISP Contract. AMISP shall transfer the ownership of the entire system including all the hardware, software along with its valid licenses<sup>6</sup>, and any data collected during the Project to the [Utility] at the end of the Contract Period to facilitate seamless operation of Utility businesses.

The scope of work of the AMISP shall cover end-to-end metering (from Feeders, Distribution Transformers (DTs) and all end consumers) in the selected AMI Project area to enable complete energy accounting with zero manual intervention. The AMI Project shall include:

- a) Deployment of Smart Meters, communication systems, Head End System (HES) and Meter Data Management system (MDM);
- b) Integration with billing systems, and existing legacy systems. Details of legacy systems are provided in section 3.2;
- c) Development of standard interfaces to enable integration of future IT/ OT applications with the AMI system. Details of future IT/ OT applications are provided in section 3.2.

The AMI Project shall be transferred to the Utility at no cost and as per the Exit Management Plan at the end of the term of the AMISP Contract on as-is where-is basis. The roles and responsibilities of the AMISP and payment thereof shall be governed by the terms and conditions of the AMISP Contract.

### 3.2. About [Utility] and the AMI Project

[Profile of Utility: Write-up of Utility detailing the Background of the Utility and Context and Situation of the Utility about the present Project]

[Profile of Project area. The key details include following:

- a) Existing network details: No of consumer, consumer type, feeders/ DT/ substation details, etc;
- b) Demand supply scenario;
- c) Existing Project energy profile: Feeder/ DT wise AT&C losses (energy input, output), expected load growth, power quality/ reliability indices (such as SAIDI, SAIFI, etc.), billing efficiency, etc;
- d) Manpower deployed in the selected area(s) of operations;

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<sup>6</sup> If these are perpetual licenses, they would be simply transferred to the Utility. In the event perpetual licenses are not available and the AMISP has procured period licenses, the Utility will take over on payment of license fees

- e) **Existing physical infrastructure:** This includes DT meters, feeder meters, consumer meters, etc. and other details of areas where such execution is expected to take place;
- f) **Existing IT/OT systems and integration infrastructure:** Information on existing integration infrastructure and various enterprise applications such as billing systems, legacy systems, communication systems, SCADA systems, Outage Management System (OMS), Asset Management, Billing, Consumer Service, Geographic Information System (GIS), etc. which need to be integrated by AMISP selected under this RFP;

*<As a part of the RFP, Utility to provide the required integration interface details and services available for each of the existing enterprise applications which it wants to integrate with the AMI system in Schedule D of the AMISP Contract. Based on this detailed information, as part of the Bid document, the Bidder shall submit an approach paper (as part of Form-3 in this RFP) describing the methodology to be adopted in integrating the AMI system with the various existing enterprise applications. This approach paper shall clearly state how data/message originating from the AMI system shall be subscribed or accessed by third party applications. At the same time the approach paper shall delineate how it will conform to available interfaces (as identified by utility) to subscribe/access data/messages from existing third-party applications. The responsibility of consuming external data within the AMI system shall be the responsibility of the AMISP. Likewise, within existing enterprise applications, the responsibility of consuming data originating from the AMI system and its coordination shall be with the utility or its designated agency>*

- g) **Future IT/ OT systems:** These may include but not limited to: Peak Load Management; SCADA; OMS; distribution automation including self-healing system; GIS; DT monitoring units; new billing system; consumer and industrial portal; Customer Complaint System (CCS); Smart electric vehicle charging system; etc. AMISP shall publish document on standard interfaces available to enable integration with the above listed future applications;
- h) Details regarding periodicity/ frequency of the integration, data parameters including feeder energy data/ formats to be sent and received, protocol(s) to identify and address exceptions, and concurrency requirements;
- i) Number of single phase whole current Smart Meters (with/without net-metering), three phase whole current Smart Meters (with/without net-metering), and CT operated three phase Smart Meters (with/without net-metering) to be installed along with details of areas where such execution is expected to take place. Furthermore, [Utility] to provide details on functional feeder meters already installed and feeder meters that need to be procured to enable end-to-end energy accounting. Additionally, [Utility] will provide options to integrate existing feeder meters with the AMI system;
- j) Details on requirement of infrastructure for recharge through feature phones/ offline channels required by the Utility. <Assumption based on one kiosk per existing bill pay centre for a period of 3(three) years>;
- k) [Utility] shall provide meter CTs with appropriate ratio to AMISP for CT operated meters. <In case Utility require to procure meter CTs, the number and specifications for the same need to be provided in this section>;



*<Utility to enter brief details on the above areas in this section with details added as an annexure to this document as required. Utility to ensure that area selected should be ring-fenced to ensure end-to-end metering of the selected area. This would include a pictorial representation of the Project boundary w.r.t Utility's and AMISP's roles and responsibilities for physical installation of Smart Meters>*

### **3.3. About this Request for Proposal**

This Request for Proposal (RFP) is issued by the [Utility] for selecting the AMISP to implement [Utility]'s AMI Project.

This RFP provides the Bidder a brief introduction about the Project as well as [Utility]. The document explains the overall structure of the Bid document and general terms and conditions applicable to each Bidder. This document also provides all commercial information to the Bidder, which include instructions to the Bidders, eligibility criteria, Tender evaluation methodology, scope of work, and all relevant formats for bidding.

## 4. Instruction to Bidders

### 4.1. General Instructions

- 4.1.1. All Bidders shall comply with the dates and amounts indicated in Section 2 of this RFP.
- 4.1.2. The Bidders shall comply with and agree to all the provisions of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding [Utility]'s systems, Bid formats, Bid submission and other considerations.
- 4.1.3. The Bidders shall be evaluated based on the norms and procedures laid out in Section [5] of this RFP.
- 4.1.4. The Bidders shall be required to undertake the scope of work for the Project indicated in the AMISP Contract.
- 4.1.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 4.1.6. A Bidder shall not have a conflict of interest that affects the Bidding process (the “**Conflict of Interest**”). In the event a Bidder is found to have a Conflict of Interest, the [Utility] may choose to reject the Bid, terminate the AMISP Contract (in the event it has been awarded) as per termination clause in the AMISP Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 4.1.7. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid up equity share capital thereof;

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

(f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

**Explanation:** In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

4.1.8. The Bidders must conform to the requirements and provide a list of equipment (including any special equipment) necessary to meet the technical specifications, functional & performance requirements as specified in the Schedule F of the AMISP Contract as per the format provided in Form 17.

4.1.9. Bidder shall submit ‘Clause by Clause’ compliance to the RFP document and the AMISP Contract including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 18.

4.1.10. Bidder’s proposal shall include sufficient information and supporting documentation in order to determine compliance without further necessity for inquiries.

The Bidder’s proposal shall clearly identify all features described in the specifications along with any supporting reference material in accordance with Clause 4.14.11 as per the format prescribed in Form 3.

- 4.1.11. An analysis of the technical specifications, functional and performance requirements of the AMI system (as provided in Schedule F of the AMISP Contract may lead the Bidders to conclude that additional items (for example communication repeater, router etc.) are required that are not specifically mentioned in this specification. The Bidders shall be responsible for installing such items (at no additional cost to the Utility) such that a reliable and fully functional AMI system is implemented that meets or exceed the capacity and performance requirements. Such materials shall be deemed to be within the scope of the AMISP Contract. To the extent possible, the Bidder shall identify and include all such additional items in their proposal.
- 4.1.12. The Bidders are advised to visit sites (at their own expense), prior to the submission of the proposal, and make surveys and assessments as deemed necessary for proposal submission.

## **4.2. General Terms for Bidding**

- 4.2.1. The Bidders who wish to participate in online Tenders will have to procure/ should have legally valid digital signature as per Information Technology Act, 2000 using which they can sign their electronic Bids.
- 4.2.2. All Bids should be digitally signed. For details regarding digital signature certificate and related training, the Bidder should contact at the following address:
- [Name/ Division]  
[Address]  
[Telephone]  
[Email]
- 4.2.3. Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and [Utility] and its associates shall be written in the English language.
- 4.2.4. If for any reason the Bid of the lowest Bidder is rejected or Letter of Award issued to the Selected Bidder is cancelled, [Utility] is empowered to take decisions for any of the following:
- a) Consider the next lowest evaluated Bid from qualifying Bidders; or
  - b) Annul the Bid process; or
  - c) Take any such measure as may be deemed fit in the sole discretion of [Utility], as applicable.
- 4.2.5. Bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of the [Utility] and shall not be returned to the Bidders.
- 4.2.6. Failure by [Utility] to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of [Utility] of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

4.2.7. [Utility] may verify the Bidder's technical and financial data by checking with the Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.

### 4.3. Eligibility Criteria

Qualification of Bidder will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's technical experience and financial requirement as demonstrated by the Bidder's responses in the corresponding Bid schedules. The Bid can be submitted by a Sole Bidder or a Consortium of firms/companies (specific requirements for Consortium are given under [4.3.2] below).

#### 4.3.1. Qualifying Requirement (QR)

The Bidder can be an individual entity or a consortium of entities meeting the QR. In case of a consortium, one of the consortium members shall be designated the Lead Consortium Member/Lead Bidder.

The Bidder may seek qualification on the basis of technical and financial capability of its Parent(s) and/ or its Affiliate(s) for the purpose of meeting the qualification requirements. Authorization for use of such technical or financial capability shall have to be provided from its Parent(s) and/or Affiliate(s). The technical and financial capability of a particular entity , including its Parent(s) and/or Affiliate(s), shall not be used by more than one Bidder.

The determination of the relationship of Parent(s) and/or Affiliate(s) with the Bidder shall be on the date 7 (seven) days prior to the last date of submission of the Bid. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Bid.

##### 4.3.1.1. Technical Requirements

1. Sole/ Lead Bidder must have either:

- (a) paid for, or received payments for, construction of Eligible Project(s); and/or
- (b) paid for development of Eligible Project(s)

in the power/ water/ natural gas/ telecom sector in the last 5 (five) Financial Years with aggregate project value of not less than INR [40% of the Estimated Project Cost] crores. However, the project cost of each Eligible Project shall not be less than INR [10% of the Estimated Project Cost] crores;

2. Sole/ Lead Bidder/ any other Consortium Member must have experience of integration of head-end system with MDM on standard interfaces and data exchange models for at least [20,000] consumers (cumulatively) in an Indian/ Global Utility (power/ water/ natural gas/ telecom) in the last 5 (five) years which are in operation for at least 1 (one) year.

#### **OR**

Sole/ Lead Bidder/ / any other Consortium Member should have installed, integrated, tested and commissioned control centre hardware and application software for at least

[50,000] endpoints (cumulatively) in an Indian/ Global Utility (power/ water/ natural gas/ telecom) in last 5 (five) years which are in operation for at least 1(one) year

4.3.1.1.1 For the purposes of satisfaction of Technical Requirement please note

- a) Eligible Projects, as referred in Technical Requirement, shall mean works contracts for developing asset/ facility in India or abroad which involve building/ installing, and commissioning/ go-live such asset/ facility but shall not include any assignment where the scope is limited to only (i) supply of goods or (ii) supply of manpower;
- b) Only projects that have achieved completion/ commissioning/ go-live at least 7 (seven) days prior to the last date of Bid submission shall be considered.
- c) The entity claiming experience should have held, in the company owning the Eligible Project not less than 26% equity up to the date of commissioning of such project.
- d) For the purpose of clause a and b above the Eligible Project(s) in the
  - i. power sector shall mean projects relating to generation or transmission or distribution of electricity;
  - ii. water sector shall mean projects relating to water treatment including desalination or water supply (rural or urban) or wastewater / sewerage or drainage or water pipelines;
  - iii. natural gas sector shall mean projects relating to natural gas transmission or distribution; and
  - iv. telecom sector shall mean projects relating to infrastructure cabling or communication systems for setting up Wide Area Network (WAN) or Local Area Network (LAN) or Internet Services or VOIP solutions, etc

4.3.1.1.2 Documents required for evaluation of Technical Requirements

Following documents will be required for evaluation of Technical Requirements as a part of Bid Submission:

- a) References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 14);
- b) Documentary evidence of completion of the Project or completion of Go-live status (i.e. Go-live certificate, UAT testing certificate etc) or other documentary evidence indicating completion (e.g. proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client;
- c) Client certificate and other documentation for implementation performance/ operation

#### **4.3.1.2. Financial Requirements**

1. The Bidder shall have positive net worth for each of the last three financial years. The Networth of the Bidder should be at least [30]% of the estimated Project cost in any of the last three Financial Years

Or

Bidder shall have a minimum ACI of [30]% of the estimated Project cost at the close of the preceding financial year

*[Net Worth means 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.]*

*[ACI means minimum investible funds (i.e. immediately available funds for investment and callable capital) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the SEBI (AIF) Regulations, 2012, as may be amended from time to time), as applicable].*

Please note:

- a. In case a Bidder and/(or) it's Parent(s)/ Affiliate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.
- b. In case a Bidder and/(or) it's parent(s)/ Affiliate(s), being a SEBI registered AIF or Foreign Investment Fund, has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder's ACI subject to the statutory auditor of the Bidder certifying to this effect

4.3.1.2.1 For the purposes of satisfaction of Financial Requirement please note

- a. In the event Bidder is a Consortium, the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the shareholding pattern indicated in the Consortium Agreement *[or equity commitment made by each of them for investment in the Project]*
- b. The Lead Consortium Member/ Lead Bidder shall meet not less than 51% of the minimum financial requirement criteria given at clause no. 4.3.1.2 above;
- c. While, each of the other Consortium Member(s) individually shall meet not less than 10% of the minimum financial requirement criteria given at clause no. 4.3.1.2 above;

4.3.1.2.2 Documents required for evaluation of Financial Requirements

Following documents will be required for evaluation of Financial Requirements as a part of Bid Submission:

- a) Audited Annual financial statements, Balance Sheet and P&L Account for the respective Financial Years as per the format prescribed in Form 13

In addition to the above qualifying requirements, the Bidder shall comply with all applicable laws including the guidelines issued in the Public Procurement (Preference to Make in India) Notification to provide for purchase preference (linked with local content) in respect of Power Distribution Sector vide Order No. 11/05/2018-Coord. published by the Ministry of Power, Government of India dated 17 March, 2020 including any amendments or modifications to the same from time to time.

#### **4.3.2. General Eligibility Requirements**

4.3.2.1. No Bidder applying individually or as a member of a Consortium, as the case may be,

can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

4.3.2.2. In the event, Bidder is a Consortium, it shall comply with the following requirements:

4.3.2.2.1. The Bid should contain the information required for each member of the Consortium;

4.3.2.2.2. Members of the Consortium shall enter into a binding Consortium Agreement, in the form specified at Form 9 (the “**Consortium Agreement**”), for the purpose of submitting Bid. The Consortium Agreement, to be submitted along with the Bid, shall, *inter alia*:

- a) convey the intent to comply with the terms and conditions of the AMISP Contract in the event selected to undertake the Project; and
- b) clearly outline the proposed roles and responsibilities, if any, of each member.

4.3.2.3. In the event, Selected Bidder is a Consortium, pursuant to clause 5.9, the Selected Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act 2013 (the “**SPV**”), to execute the AMISP Contract and implement the Project. The selected Bidder shall comply with the following requirements:

4.3.2.3.1. Selected Bidder shall ensure that it subscribes to 100% of the equity share capital of the SPV. The members of the consortium shall hold shares in accordance with the shareholding pattern indicated in the Consortium Agreement;

4.3.2.3.2. Selected Bidder shall continue to hold not less than 51% for the entire term of the AMISP Contract;

4.3.2.3.3. Selected Bidder shall ensure no change in shareholding up to two years after Work Completion as per the AMISP Contract;

4.3.2.3.4. The Lead Consortium Member shall hold at least 51% (fifty-one per cent) of the equity of the SPV at all times until the two years from Work Completion as per the AMISP Contract and 26% for the remaining term of the AMISP Contract.

4.3.2.4. The Lead Consortium Member shall be liable for the execution of the entire obligation in the AMISP Contract in accordance with the terms and conditions thereof. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the Consortium during the bidding process and, in the event the Consortium is awarded the AMISP Contract, during execution of the AMISP Contract.

4.3.2.5. Without prejudice to Clause 4.3.2.6, for the purposes of fulfilment of its obligations as laid down under the AMISP Contract where [Utility] deems fit and unless the context requires otherwise, the Bidder shall refer to the Lead Member who shall be the sole point of interface between [Utility] and the Consortium and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as well as the Subcontractors if any.

4.3.2.6. The Sole Bidder / Lead Consortium Member as well as any member of the Consortium shall be permitted to appoint Subcontractor(s) to fulfil its obligations under the AMISP Contract with [Utility], provided, the Subcontractor engaged are not blacklisted/ barred



by any Government organization or regulatory agencies or Government undertaking

- 4.3.2.7. The Lead Consortium Member/ Sole Bidder shall submit the Bid to [Utility] and shall be liable towards fulfilling the obligations in this RFP.
- 4.3.2.8. Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable Consortium Agreement, power of attorneys, legal undertakings, etc. (if applicable) entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Form 9, Form 10 and Form 12. In the absence of duly executed formats, the Bid shall not be considered for evaluation and shall be rejected.
- 4.3.2.9. The Bidder and its Sub-Contractor(s) should not be blacklisted/ barred by any Govt. Organization or regulatory agencies or Govt. Undertaking. Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in Form 8.
- 4.3.2.10. The Lead Consortium Member/ Sole Bidder shall submit the Bid after submitting the Tender Fees and Bid Security as per the various terms, schedules and formats prescribed in this RFP.
- 4.3.2.11. In the event of successful Bid, the specified AMISP Contract, shall be signed so as to be legally binding on Sole Bidder/ all Consortium Members.

#### **4.4. Cost of Bidding**

- 4.4.1. The Bidder shall bear all costs associated with the preparation and submission of this Bid including post-bid discussions, technical and other presentations etc., and [Utility] shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4.5. Payment of Fees by Bidders**

- 4.5.1. Tender Fees shall be made in the form of A/C payee demand draft in favour of [Utility] or RTGS payable at [Place] drawn on any Scheduled Commercial Bank.
- 4.5.2. Bank Guarantee for Bid Security shall be provided by the Lead Consortium Member/ Sole Bidder in the format prescribed in Form 6;
- 4.5.3. Tender Fee (or its receipt in case of RTGS payment) and Bid Security must be submitted in physical form in a sealed envelope at [Address] before the Bid Submission Deadline. The sealed envelope shall be clearly marked on the top as "Tender Fee and Bid Security for [Tender Name and Details]." The sealed envelope shall also clearly mention the name of the Lead Consortium Member/ Sole Bidder submitting the Bid;
- 4.5.4. Any Bid not accompanied by a Tender Fee and Bid Security in accordance with Form 6 shall be rejected by [Utility] as non-responsive;

- 4.5.5. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon execution of the AMISP Contract;
- 4.5.6. The Bid Security of the Selected Bidder shall be returned as promptly as possible once the AMISP has furnished the required Performance Security and signed the AMISP Contract with [Utility].
- 4.5.7. The Bid Security may be forfeited if:
- a) The Bidder
    - i. withdraws its Bid during the period of Bid validity as specified in Clause 4.17.
    - ii. bid is rejected for existence of conflict of interest or more than one bid being submitted by a Bidder;
    - iii. bid submitted by a Consortium is not accompanied by Consortium Agreement in the form provided in this RFP.
  - b) The Selected Bidder:
    - i. fails to sign the AMISP Contract; or
    - ii. fails to furnish a Performance Security in accordance with Clause 5.9; or
    - iii. is found to have submitted false particulars/ fake documents; or
    - iv. refuses to execute the work at its agreed scope/quoted rates, after [Utility] issues the Letter of Award;
    - v. is involved in incidents of manipulation of rates either by cartelization or otherwise.
- 4.5.8. The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the Bidders.
- 4.5.9. No interest shall be paid to the Bidder on any amount submitted to [Utility], whether to be returned or not.

#### **4.6. Bidders to Inform Itself Fully**

- 4.6.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the Services performed within the scope of work, as provided in this RFP. Accordingly, the Bidder acknowledges that, on being selected, it shall not be relieved from any of its obligations under the RFP documents nor shall be entitled to any extension of time for commencement of Services or financial compensation for any reasons whatsoever attributable to AMISP.
- 4.6.2. The Bidders should particularly acquaint themselves with the technical requirements of [Utility]'s systems, operations, assets, equipment, statutory codes and standards.
- 4.6.3. The Bidder shall familiarize itself with the procedures and time frames required to obtain all consents, clearances and permits required for implementation of the Project.

## **4.7. Compliance**

- 4.7.1. Sole Bidder/ any Consortium Member or its Affiliates shall participate as a Member of only one Consortium. No Sole Bidder/ any Consortium Member or its Affiliates shall, directly or indirectly, become a party to submission of more than one Bid.
- 4.7.2. Notwithstanding anything stated above, [Utility] reserves the right to verify the authenticity of the documents submitted for meeting the eligibility criteria and may request for any additional information/ documents. [Utility] reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 4.7.3. If at any stage of the bidding, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid submission deadline by a competent Court of Law or any appropriate Commission or any Arbitral Tribunal against the Sole Bidder/ Lead Bidder/ any Consortium Members or its Affiliates for breach of any Contract awarded by any Government agency/department, then Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance to Form 8 that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Affiliates. In case of any such order/ ruling, it is the duty of the Bidder to inform [Utility] for the same during the Bid submission.
- 4.7.4. If the Bid Security from any Bidder is forfeited or lapsed either partly or wholly during the Bid process, then such Bidders and Consortium are liable for rejection.
- 4.7.5. Technically qualified Bidders shall continue to maintain compliance with the Eligibility Criteria, in accordance with Clause 4.3.1, throughout the bidding process. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage of the Bidding process.
- 4.7.6. The Lead Consortium Member shall be the point of contact for the Consortium during the Bid process before award of the Project to the AMISP, and [Utility] shall communicate directly to the contact person appointed through the Power of Attorney as per Form 11.

## **4.8. Study of [Utility]'s Existing Systems**

- 4.8.1. A standard brief regarding detail of existing systems relevant to the AMI Project shall be provided by the Utility in accordance with clause 3.2 of this RFP. However, all Bidders are advised to visit and examine the site and existing facilities, and obtain for itself, on its own responsibility and cost, all information that may necessary for preparing the Bid and entering into the AMISP Contract. The cost of visiting the site shall be at the Bidder's own expense.
- 4.8.2. The Bidder and any of its personnel or agents shall be granted permission, through the assistance of the [Utility], by the [utility] to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the [Utility] and its personnel and agents from and against all liability in respect thereof and will be responsible for death or

personal injury, loss of/or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

#### **4.9. Clarifications on the RFP**

- 4.9.1. Bidders may seek clarifications on this RFP in writing, through a letter, fax or email to reach [Utility] no later than [15 (fifteen)] working days prior to the Bid Submission Deadline.
- 4.9.2. [Utility] may issue clarification only, at its sole discretion, which is considered reasonable by it.
- 4.9.3. Any such clarifications issued shall be sent to all the Bidders to whom the RFP has been issued. Any such clarification shall also be hosted on the website of the Utility.
- 4.9.4. [Utility] is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.
- 4.9.5. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Submission Deadline on account of clarifications sought in accordance to Clause 4.9.4.

#### **4.10. Pre-Bid Meeting**

- 4.10.1. The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which shall take place at the time stipulated in Section 2 of this RFP at: [Address]
- 4.10.2. The purpose of the meeting will be to clarify any issues regarding this RFP in general and the scope of work in particular.
- 4.10.3. The Bidder may submit any question or query to [Utility] in writing, to reach [Utility] not later than one week before the meeting in the format given in Form 7. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter.
- 4.10.4. Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the RFP.
- 4.10.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

#### **4.11. Amendments to RFP**

- 4.11.1. During the bidding process, [Utility], for any reason may modify the RFP, including the timelines, by issuance of addendum / modification / errata and / or a revised document.
- 4.11.2. Revisions or amendments in the bidding guidelines may cause [Utility] to modify amend or supplement the RFP to be in conformance with any applicable Law. Such document

shall be notified in writing through a letter or fax or e-mail to all the entities to which the RFP has been issued and shall be binding on them.

- 4.11.3. [Utility] shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by [Utility] upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least 7(seven) working days prior to the Bid Submission Deadline.
- 4.11.4. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, [Utility] may, at its discretion, extend the deadline/ timeline for Bid submission.

#### **4.12. Method of Submission of Bid**

4.12.1. Both technical and price Bids shall be submitted electronically at [e-procurement website] on or before the Bid Submission Deadline following the instructions therein. Documents shall be scanned and uploaded wherever required, while some data shall be entered manually.

4.12.2. Bidders may prepare, edit, substitute or withdraw their offers any number of times online before the Bid Submission Deadline. After the Bid Submission Deadline, the Bidder shall not, or attempt to, change or withdraw the Bid under any circumstances. No written or online request in this regard shall be entertained.

*<In case hard copy submission of Technical Bid is requested by the Utility, Clauses 4.12.3 to 4.12.9 to be retained. Otherwise, these clauses may be deleted>*

4.12.3. In addition to the electronic submission, the Bidder shall also provide [X] no. of hard copy/(ies) of the original/ revised (if any) Technical Bid to [Utility] in a sealed envelope before the Bid Submission Deadline at [Address].

4.12.4. The hard copy of the Technical Bid shall be sent to [Utility] via Registered Post with Acknowledgement Due (RPAD), speed post or courier [specify courier names] which should reach [Utility] before the Bid Submission Deadline.

4.12.5. The sealed envelope shall contain hard copies of all original and/ or attested documents submitted in the physical submission of the Technical Bid. The separate sealed envelope shall also contain the requisite hard copies of the Tender Fee and Bid Security.

4.12.6. The sealed envelope shall be clearly marked on the top as “[Tender Name and Details].” The sealed envelope shall be addressed to the [Utility]<sup>7</sup>. The sealed envelope shall also clearly mention the name of the Lead Consortium Member/ Sole Bidder submitting the

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<sup>7</sup> The nodal person for all inquiries, correspondence and clarifications with respect to this RFP shall be specified by Utility within this RFP

Bid.

4.12.7. The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.

4.12.8. In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.

4.12.9. Insufficiency of the electronically submitted Bid shall not be compensated by any information, documentation or material provided additionally in the physically submitted documents in the sealed envelope.

#### **4.13. Bid Formats**

4.13.1. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.

4.13.2. Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format must be duly signed and stamped by the authorized signatory of the Bidder.

#### **4.14. Technical Bid**

4.14.1. The Technical Bid shall contain the list of all participating Consortium Members and Sub-contractor(s) (if applicable) participating in the Bid as per the format prescribed in Form 1. Furthermore, the Technical Bid shall contain a covering letter by the Lead Consortium Member/ Sole Bidder duly designated and signed by all Members of that Bidding Consortium as per the format prescribed in Form 9.

4.14.2. The Technical Bid shall contain a legally enforceable Consortium Agreement (in case Bidder is a Consortium) entered amongst all Members of that Bidding Consortium, designating one of the Members to be the Lead Consortium Member as per the format prescribed in Form 9. In the absence of a duly executed Consortium Agreement, the Bid shall not be considered for evaluation and will be rejected.

4.14.3. The Technical Bid shall contain Power of Attorney from each Consortium Member in favour of the Lead Consortium Member as per the format prescribed in Form 10

4.14.4. In case a Sole Bidder or any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/ authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Form 10.

- 4.14.5. The Lead Consortium Member/ Sole Bidder shall designate one person to represent the Bidding Consortium/ Bidder in its dealings with [Utility]. The person designated by the Lead Consortium Member/ Sole Bidder (registered Company) shall be authorized through a Power of Attorney as per Form 11 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortium, etc. and attach the same in the Technical Bid.
- 4.14.6. The Technical Bid shall contain signed Letter of Consent as per Form 12 from each Consortium Member that the Bid has been reviewed and each element of the Bid is agreed to by them including but not limited to any commitment in the Project.
- 4.14.7. The Technical Bid shall contain the Tender Fees and the Bid Security as per the format prescribed in Form 6.
- 4.14.8. All documents required to prove/ substantiate the Eligibility of the Bidders or the Bidding Consortium as required in Eligibility Criteria Clause 4.3.1 including (as per the format prescribed in Form 2):
- a) Company profile document with evidence of fields of competence for each Consortium Member;
  - b) Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member/ Bidder;
  - c) Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member/ Sole Bidder clearly indicating the number of years of operation.
- 4.14.9. The Bidder shall submit a preliminary Project implementation plan along with the Bid which shall include at least the following activities (as per the format prescribed in Form 3).
- In case of Award of the AMISP Contract, the detailed Project implementation plan, submitted as part of the Technical Bid, shall be revised and submitted by the AMISP, in consultation with the [Utility], to ensure smooth takeover of existing Utility systems and any ongoing Services under the scope of the AMI Project.
- 4.14.10. The Technical Bid of the Bidder shall contain the detailed Bill of Quantities (BOQ) in the format prescribed in Form 15 without any mention of costs/ prices.
- 4.14.11. The BOQ shall be accompanied by the detailed specifications of the supply in the Technical Bid demonstrating responsiveness of the quoted Solution.
- 4.14.12. The Technical Bid of the Bidder shall contain the names and details of the suitably qualified Bidder's representative and Key Personnel to perform the AMISP Contract as per the format provided in Form 4. The data on their experience should be supplied using the Form 5 for each candidate proposed.
- 4.14.13. Any removal/ change/ replacement of Key Personnel (as provided in Form 4 and 5) shall be notified to [Utility] within 7(seven) working days along with the Curriculum Vitae (CV) of the personnel replacing the previous personnel.

#### **4.15. Financial Bid**

- 4.15.1. The Financial Bid shall only be submitted electronically as per the format prescribed in Form 16. No hard copy of the Financial Bid shall be submitted.
- 4.15.2. The Financial Bid shall include only the cost of different meter types that are required for installation, operation and maintenance of the Project. Price quoted should clearly mention the basic cost/ unit price, Goods and Service Tax (GST) and any other taxes/ duties/ levies. The Financial Bid will be evaluated basis the total cost of the Project as quoted by the Bidder(s) for the Contract Period in Form 16.
- 4.15.3. The Bidder shall quote the AMISP Service Charge for each meter type for the term of the AMISP Contract on INR per meter per month basis in line with the payment schedule as provided in the AMISP Contract. The Financial Bid shall be quoted in both 'numbers' and 'words'. In case of any discrepancy between the quoted Financial Bid in 'numbers' and 'words', the quoted Financial Bid in 'words' will prevail over the quoted Financial Bid in 'numbers'.

*<In case of Hybrid model of payment, Utility to add value to [X] else this shall be mentioned as zero>*

*While providing the financial quote, the Bidder must consider the lump-sum payment of INR [X] crore to AMISP on completion of successful Operational Go-Live of the AMI system. The AMISP shall accordingly quote the AMISP Service Charges for Contract Period.*

- 4.15.4. Unit prices (exclusive of all taxes/ duties/ levies/ cess etc.) (as provided in Form 16 of this document) quoted by the Bidder shall be firm and final and shall remain constant throughout the Contract Period and shall not be subject to any modifications.
- 4.15.5. Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, within the scope of work as provided in the AMISP Contract, shall be borne by the Bidder with no financial liability on [Utility].
- 4.15.6. Any scope of work required for expansions during the Contract Period shall be supplied by the AMISP keeping the specifications and unit price same as per the BoQ (as provided in Form 15) and Financial Bid (as provided in Form 16), respectively.
- 4.15.7. All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk related to foreign exchange variations during the Contract Period. The variation in the statutory taxes will be in accordance to the AMISP Contract.
- 4.15.8. Alternative (alternate technology/ architecture/ design/ functionality or proposals with multiple options) Bids shall be rejected.

#### **4.16. Bid Submission Deadline**

- 4.16.1. Subject to Clause 4.5 and 4.12 above, all Bids shall be electronically submitted and physically received by [Utility] no later than the Bid Submission Deadline indicated in



Section 2 of this RFP.

- 4.16.2. Any Bid received by [Utility], either electronically or physically, after the Bid Submission Deadline prescribed by [Utility] will not be uploaded and accordingly be rejected. In case of hard copy submissions, late Bids shall be returned unopened to the Bidder.
- 4.16.3. [Utility] may, at its discretion, extend this Bid Submission Deadline by amending the RFP at any time prior to opening of the Bids, in which case all rights and obligations of [Utility] and the Bidders shall thereafter be subject to the deadline as extended.

#### **4.17. Bid Validity**

- 4.17.1. The offer submitted in the Bid by the Bidder(s) shall be valid for a period of 6 (six) months from the last date of submission of the Bid. The bid security shall be valid for 90 (ninety) days beyond the end of validity period of the Bid. This shall also apply if the period of the Bid validity is extended.
- 4.17.2. All such offers, and terms and conditions set forth in this RFP shall be valid for the AMISP till the successful completion of the Project as certified by [Utility].
- 4.17.3. In exceptional circumstance, [Utility] may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to extend the validity, the Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required or permitted to modify its Bid.

## 5. Tender Evaluation Methodology

### 5.1. Overview Bid Evaluation Process

The bidding process is designed to select the AMISP through a series of assessment of: (i) conformation/ compliance to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission; and (ii) the financial amounts quoted by the Bidder. The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid.

**First Stage-Fulfilment of Eligibility Criteria:** The Technical Bids shall be opened by [Utility] and be checked for 'Clause by Clause' compliance to the RFP document and the AMISP Contract including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 18

**Second Stage-Opening of Financial Bid:** Financial Bids of all technically qualified Bidders would be opened, basis which the award of AMISP Contract shall be determined.

#### **Third Stage-Award of Project:**

The technically qualified Bidder with the lowest Financial Bid (as defined in section 5.8) (the "Successful Bidder") shall be awarded the Project at the quoted price.

### 5.2. Opening of Technical Bids

The Technical Bids shall be opened at the date and time indicated in Section 2 of this RFP at [address].

*<In case hard copy submission of Technical Bid is requested by the Utility>*

*The physical submission of the Technical Bids in the sealed envelope shall be opened simultaneously to check for the Tender Fees and the Bid Security.*

The Bids shall be deemed to be under consideration immediately after they are opened and confirmation or receipt of the Tender Fee and Bid Security, and until an official intimation of award or rejection is made by [Utility] to the Bidders.

[Utility] shall then separately evaluate the Bids with respect to the eligible criteria, sufficiency of the submission, conformation/ compliance to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission, and other parameters outlined in this RFP.

### 5.3. Confidentiality

Information relating to the examination, evaluation, comparison and recommendation of AMISP Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

Any attempt by a Bidder to influence [Utility] in the examination, evaluation, comparison, and post qualification of the Bids or AMISP Contract award decisions may result in the rejection of its Bid.

If any Bidder, from the time of opening the Technical Bids to the time of AMISP Contract award, wishes to contact [Utility] on any matter related to the bidding process, it should do so in writing.

#### **5.4. Clarification**

To assist in the examination, evaluation, comparison and post-qualification of the Bids, [Utility] may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by [Utility] shall not be considered. [Utility]'s request for clarification and the response shall be in writing. No change in the prices shall be sought, offered, or permitted by [Utility] in the evaluation of the Financial Bids.

#### **5.5. Responsiveness of Technical Bid**

[Utility]'s determination of the responsiveness of a technical proposal is to be based on the contents of the technical proposal itself.

A responsive technical proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission.

The entire order, if placed, shall be executed in accordance with bidding document and any other conditions.

#### **5.6. Non-Conformities, Errors and Omissions**

In the event the Technical Bid is responsive, [Utility] may waive any non-conformity or omission in the Bid, if the same is not material to the evaluation of the Bid.

Provided that a Technical Bid is responsive, [Utility] may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that the Technical Bid is responsive, [Utility] will correct arithmetical errors during evaluation of price proposals on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of [Utility] there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected;
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above.

- iv. Except as provided in (i) to (iii) herein above, [Utility] shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid security shall be forfeited.

### **5.7. Evaluation of Technical Bid**

All Bids will first be evaluated for 'Clause by Clause' compliance to the RFP document and the AMISP Contract including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 18 The Bidders fulfilling the minimum eligibility requirement as well as conforming to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission, shall qualify for the opening of Financial Bid.

### **5.8. Opening of Financial Bid**

At the completion of the technical evaluation, [Utility] shall intimate the technically qualified Bidders for opening of Financial Bids.

The Financial Bids shall be opened in the presence of authorized representatives of all technically qualified Bidders at the date and time indicated in Section 2 of this RFP at [address].

The [quoted price] of all technically qualified Bidders shall be evaluated for determination of the Successful Bidder. The technically qualified Bidder with the lowest Financial Bid shall be considered as the Successful Bidder and shall be awarded the AMISP Contract.

### **5.9. Award of Contract**

[Utility] shall present the Letter of Award (as per the format prescribed in Form 20) to the Successful Bidder and invite the Performance Security in order to sign the AMISP Contract to implement the Project.

At the time the AMISP Contract is awarded, the quantity provided by the AMISP in the BoQ (as provided in Form 15) and the Financial Bid (as provided in Form 16) shall not be modified. However, [Utility] reserves the right to increase or decrease the number of items under this AMISP Contract subject to the limit of +/- 20% (twenty percent) of the existing number of items, covered under the AMISP Contract, without any change in the unit prices or other terms and conditions of the AMISP Contract and the Bid.

Prior to the expiry of the period of Bid validity, [Utility] shall notify the successful Bidder, in writing, that its Bid has been accepted.

Until the AMISP Contract is prepared and executed, the notification of award shall constitute a binding contract.

Within 14 (fourteen) days of receipt of the Letter of Award, the successful Bidder shall sign the AMISP Contract.

The successful Bidder shall provide an undertaking that the key staff identified for the Project (as submitted in its Technical Bid) shall be available for the respective proposed work requirement, anytime during the duration of the Project, till its successful completion.

Within 14 (fourteen) working days of the receipt of notification of award from [Utility], the successful Bidder shall furnish the initial Performance Security, using for that purpose the format of Performance Security given in Form 19. Immediately upon furnishing of Performance Security, AMISP may request the Utility to execute the AMISP Contract.

Failure of the successful Bidder to submit the above-mentioned initial Performance Security or sign the AMISP Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event [Utility] may award the AMISP Contract to the next lowest Bidder.

**Form 1: List of Consortium Members/ Sub-Contractor(s)**

*[The Bidder shall identify below the Consortium Members/ Sub-contractor(s) for major Project items. For sub-contractor a Letter of Intent must be provided.]*

Major Project Item	Proposed Consortium Member / Sub-Contractor(s)	Nationality
<b>Meter Manufacturer (if any)</b>		
<b>Communication Provider (if any)</b>		
<b>System Integrator (if any)</b>		
<b>MDM Provider (if any)</b>		
<b>HES Provider (if any)</b>		
<b>Cloud Service Provider (if any)</b>		
<b>[Other] (if any)</b>		

## Form 2: Bidder Information

*[Sole Bidder/ all Consortium Members must provide all documents required to prove/ substantiate its Eligibility as required in Eligibility Criteria Clause 4.3. for each Consortium Member]*

S.No.	Information Requirement	Details
1	Company Name and Details	
2	Address of its place of business in India	
3	List of board of directors or regulating/controlling body	
4	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies	
5	Memorandum and Articles of Association or document constituting the company and regulating its affairs	
6	Certificate of Commencement of Business issued by the Registrar of Companies	
7	Copy of the Goods and Services Tax (GST) Registration Certificate	
8	Provident Fund (PF) Certificate indicating PF Code	
9	Copy of Permanent Account Number (PAN) Card	
10	Copy of the Goods and Services Tax (GST) Registration Certificate	
11	Audited annual financial statements and financial Net worth for the last three years	
12	Any other papers or documents required by [Utility] at a later stage or in future	

### Form 3: Project Implementation Plan

*The Bidder shall submit a preliminary Project implementation plan along with the Bid which shall include at least the following activities:*

- a) Understanding of [Utility] and its requirement with respect to Project implementation;*
- b) Overall system architecture and system philosophy capable of scale-up;*
- c) Details of proposed methodology;*
- d) Schematic Diagram of Proposed System Configuration*
- e) An approach paper documenting the interfaces for integration with existing and future applications based on the information provided by utility*
- f) Project team structure;*
- g) Line of Credit / Source of funding and supporting documents;*
- h) Governance Framework;*
- i) Resource planning and estimation;*
- j) Risk planning;*
- k) Quality Assurance Program;*
- l) Privacy by Design document;*
- m) Site Survey;*
- n) Documents, Data Requirement Sheet (as per Form 17), Drawing submission and approval;*
- o) Installation & Field update schedule;*
- p) Repair and Maintenance Schedule including details on Spares Management;*
- q) Training schedule;*



## Form 4: Bidder's Representative and Key Personnel

*[Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the AMISP Contract. The data on their experience should be supplied using the Form 5 below for each candidate.]*

<b>1.</b>	<b>Title of position:</b> Project Manager	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
<b>2.</b>	<b>Title of position:</b> <i>[System Integration Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
<b>3.</b>	<b>Title of position:</b> <i>[Cyber Security Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
<b>4.</b>	<b>Title of position:</b> <i>[Communication Technology Specialist]</i>	
	<b>Name of candidate:</b>	

	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

## Form 5: Resume and Declaration

<b>Name of Bidder:</b>
------------------------

<b>Position [#1]: [title of position]</b>											
<b>Personnel information</b>	<table border="1"> <tr> <td><b>Name:</b></td> <td><b>Date of birth:</b></td> </tr> <tr> <td><b>Address:</b></td> <td><b>E-mail:</b></td> </tr> <tr> <td colspan="2"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2"><b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>Details</b>	<table border="1"> <tr> <td colspan="2"><b>Address of employer:</b></td> </tr> <tr> <td><b>Telephone:</b></td> <td><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td><b>Fax:</b></td> <td></td> </tr> <tr> <td><b>Job title:</b></td> <td><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the Project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
----------------	-------------	--------------------------------	----------------------------

<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

**Declaration**

I, the undersigned *[ insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form 5 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Contractor’s Representative or Key Personnel: *[insert name]***

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

**Date: (day month year):** \_\_\_\_\_

## Form 6: Format of Bank Guarantee for Bid Security

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

Reference No. .... Bank Guarantee No. .... Dated:  
.....

To:  
[Utility]  
[Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Sole Bidder/Lead Consortium Member] with address ..... [Insert address of Sole Bidder /Lead Consortium Member] having its registered office at ..... [Insert address of the Sole Bidder /Lead Consortium Member] (Hereinafter, the "Bidder") wishes to participate in Tender No. [Tender Details] (the "RFP") issued by [Utility] (hereinafter, the "Utility") for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis.

And WHEREAS a Bank Guarantee for [Amount] valid [Date] is required to be submitted by the Bidder along with the RFP.

We, .....[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at .....[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. ....[Insert Bank Guarantee number] dated .....[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We ..... [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility.

This Guarantee shall be valid and binding on this Bank up to and inclusive of ..... [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

<i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i>	<i>[Insert signature of the Bank's Authorized Signatory]</i>
<i>Attested</i>	
..... [Signature] (Notary Public)	
Place: .....	Date: .....

**INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE**

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

## Form 7: Format for Sending Query to Utility

*[Query may be sent in hard copy to the [Nodal Officer of Utility], at the below-mentioned address AND/ OR via email to [E-mail ID]]*

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

*[Nodal Officer of Utility],*

[Address]

**Sub: Query.**

*Ref: [Tender Details].*

Dear Sir/ Madam,

Please find below our query with respect to the RFP subject to the terms and conditions therein:

Sr.	RFP / AMISP Contract	Reference Clause No.	Page No.	Query
1.				
2.				
3.				

Thanking you,

Yours Sincerely,  
*[Insert Signature here]*  
*[Insert Name here]*  
*[Insert Designation here]*

## Form 8: Format of Covering Letter by Lead Consortium Member/ Sole Bidder for Submission of Bid

*[Covering Letter shall be on the official letterhead of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]*

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

**Sub: Bid for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis**

*Ref: [Tender Details]*

Dear Sir/ Madam,

We, the undersigned ..... *[Insert name of the Lead Consortium Member/ Sole Bidder]* having read, examined and understood in detail the RFP for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis hereby submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the RFP including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by [Utility], as amended. In token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that our Consortium shall execute such requirements as per the provisions of the RFP and provisions of such RFP shall be binding on us.

### **2. Fulfilment of Eligibility**

We undertake that we fulfil the Eligibility Criteria stipulated in the RFP and fulfil all the eligibility requirements as the Lead Consortium Member/ Sole Bidder as outlined in the RFP.

### **3. Bid Security**

We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. .... *[Insert Bank Guarantee Number]* (OR Demand Draft) dated ..... *[Insert date of the Bank Guarantee]* as per Form 6 of the RFP from ..... *[Insert name of Bank providing Bid Bond]* and valid up to [Date].

### **4. No Deviation**



We have submitted our Financial Bid strictly as per terms and formats of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

## **5. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by [Utility] in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP.

## **6. Familiarity with Relevant Indian Laws and Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the AMISP Contract have been fully examined and considered while submitting the Bid.

## **7. Contact Person**

Details of the contact person representing our Bidding Consortium/ Sole Bidder (registered Company) supported by the Power of Attorney prescribed in Form 11 of the RFP are furnished as under:

Name: .....  
Designation: .....  
Company: .....  
Address: .....  
Mobile: .....  
Phone: .....  
Fax: .....  
Email: .....

1. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the RFP for your consideration.
2. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP.

8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from [Utility].

9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 1 (one) year from the Bid Submission Deadline.

11. We confirm that we have not taken any material deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP.

12. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or in the preceding 1 (one) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by the us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding 1 (one) year from the Bid Submission Deadline.

13. We confirm that we have not been blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt. undertaking.

Dated the ..... *[Insert date of the month]* day of ..... *[Insert month, year]* at ..... *[Insert place]*.

Thanking you,

Yours Sincerely,  
*[Insert Signature here]*  
*[Insert Name here]*  
*[Insert Designation here]*

## Form 9: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]*

### FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s. ...., M/s. ...., AND M/s. .... for bidding for Tender No. [Tender Details] (the "RFP") dated [Date] as per its Clause 4.3.2

1. **THIS Consortium Agreement** (hereinafter referred to as "Agreement") executed on this ..... [date] day of ..... [month], ..... [year] between
2. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Party 1**," or "**Lead Consortium Member**" which expression shall include its successors, executors and permitted assigns);
3. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Party 2**," which expression shall include its successors, executors and permitted assigns);
4. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Party 3**," which expression shall include its successors, executors and permitted assigns);
5. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "**Party n**," which expression shall include its successors, executors and permitted assigns);

*[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]*

WHEREAS the Parties abovenamed are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the AMISP Contract as may be required to be entered into with [Utility].

Party 1, Party 2, Party 3, ... and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party."

**WHEREAS** the RFP stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

**WHEREAS** any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by [Utility], we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s. ...., M/s. ...., M/s. ...., and M/s. .... *[the names of all the other Members of the Consortium to be filled in here]*.

2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure** to this Agreement. In the event the Consortium is selected pursuant to the Bidding Process, the shareholding of all each of the Consortium Members in the AMISP shall be as under:

<b>S.No</b>	<b>Party</b>	<b>Proposed Shareholding</b>
1.	Lead Consortium Members	(Not Less than 51%)
2.	Party 1	(Not Less than 10%)
3.	Party 2	(Not Less than 10%)
3.	Party 3	(Not Less than 10%)
4.	Party 4	(Not Less than 10%)

3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Consortium Member of the Consortium shall be liable to meet the obligations as defined under the AMISP Contract and the RFP.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

6. The Members expressly agree to adhere to all the terms and conditions of the RFP and confirm that we don't have any Conflict of Interest (as defined in the RFP).

7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

8. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.

9. It is hereby agreed that in case of selection of Bidding Consortium as the AMISP, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to [Utility] as stipulated in the RFP and AMISP Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.

10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the AMISP, shall remain valid over the term of the Project, unless expressly agreed to the contrary by [Utility].

11. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.

12. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **Annexure-A** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

12. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP. In the event one or more Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of [Utility].

14. This Consortium Agreement:

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of [Utility].

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....

For M/s. .... (Party 1)  
[Signature of Authorized Representative]  
.....  
[Name of the Authorized Representative]  
[Designation of the Authorized Representative]

Witness 1

[Signature of Witness 1]  
.....

Name:  
Designation

Witness 2

[Signature of Witness 2]  
.....

Name:  
Designation:  
..

**N.** Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....

For M/s. .... (Party N)  
[Signature of Authorized Representative]  
.....  
[Name of the Authorized Representative]  
[Designation of the Authorized Representative]

N.1. Witness 1

N.2. Witness 2

[Signature of Witness 1]  
.....

[Signature of Witness 1]  
.....

Name:  
Designation:

Name:  
Designation:

**Annexure-A**

Role and Responsibility of each Member of the Consortium:

- 1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):
- 2. Roles and Responsibilities of the Party 2
- 3. Roles and Responsibilities of the Party 3
- .
- .
- N. Roles and Responsibilities of the Party N

## Form 10: Format of Power of Attorney by Consortium Member in favour of Lead Consortium Member

*[To be provided by each Consortium Member (other than the Lead Consortium Member) in favour of the Lead Consortium Member]*

**WHEREAS** [Utility] has issued for Tender No. [Tender Details] (the “RFP”) dated [Date] for inviting Bids in respect of Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis (the “Project”) on the terms contained in the RFP;

**WHEREAS** M/s....., M/s. ...., M/s. and M/s. .... [Insert names of all Members of Consortium] the Members of the Consortium are desirous of submitting a Bid in response to the RFP, and if selected, undertaking the responsibility of implementing the Project as per the terms of the RFP;

**WHEREAS** all the Members of the Consortium have agreed under the Consortium Agreement dated ..... (the “Consortium Agreement”), entered into between all the Members and submitted along with the Bid to appoint ..... [Insert the name and address of the Lead Consortium Member] as Lead Consortium Member to represent all the Members of the Consortium for all matters regarding the RFP and the Bid;

**AND WHEREAS** pursuant to the terms of the RFP and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s ..... [Insert name of the Lead Member] as the Lead Consortium Member to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, we ..... [Insert name and address of the registered office of the Member 1], ..... [Insert name and address of the registered office of the Member 2],....., ..... [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize ..... [Insert name and registered office address of the Lead Consortium Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the RFP issued by [Utility] including signing and submission of the Bid and all documents related to the Bid as specified in the RFP, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which [Utility] may require us to submit. The aforesaid attorney is further authorized for making representations to [Utility] named in the RFP, and providing information / responses to [Utility], representing us and the Consortium in all matters before [Utility] named in the RFP, and generally dealing with [Utility] named in the RFP in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

**Signed by the within named** ..... *[Insert the name of the executant Consortium Member]* **through the hand of Mr./ Ms./ Dr.** ..... **duly authorized by the Board to issue such Power of Attorney dated this** ..... **day of** .....

**Accepted**

..... (Signature of Attorney)  
[Insert Name, designation and address of the Attorney]

**Attested**

.....  
(Signature of the executant)  
(Name, designation and address of the executant)  
.....  
Signature and stamp of Notary of the place of execution

**Common seal of** ..... **has been affixed in my/our presence pursuant to Board of Director’s Resolution dated**.....

- 1. **WITNESS1**. ..... **(Signature)**  
**Name** .....
- 2. **WITNESS2**..... **(Signature)**  
**Name** .....
- Designation**.....\_\_

**Notes**

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*



**Form 11: Format of Power of Attorney by Lead Consortium Member / Sole Bidder authorizing an Individual Designated Representative for the Consortium**

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]*

Know all men by these presents, we .....*[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms. .... *[Insert name and residential address]*, who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis (the "Project") issued by [Utility], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which [Utility] may require us to submit. The aforesaid attorney is further authorized for making representations to [Utility], and providing information / responses to [Utility], representing us in all matters before [Utility], and generally dealing with [Utility] in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

**Signed by the within named** ..... *[Insert the name of the executant company]* **through the hand of Mr./ Mrs.** ..... **duly authorized by the Board to issue such Power of Attorney dated this** ..... **day of** .....

**Accepted**

..... (Signature of Attorney)  
[Insert Name, designation and address of the Attorney]

**Attested**

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**1. WITNESS 1. .... (Signature)**

**Name .....**

**Designation.....**

**2. WITNESS 2. .... (Signature)**

**Name .....**

**Designation.....\_**

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**Notes:**

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
  - b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
  - c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-

**Form 12: Format of Letter of Consent by Consortium Member reviewing each element of the Bid**

*[On the letter head of each Member of the Consortium including Lead Member]*

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

**Sub: Bid for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis.**

*Ref: [Tender Details]*

Dear Sir/ Madam,

We, ..... [Insert name of the undersigned Consortium Member] Member of Consortium or Lead by ..... [Insert name of the Lead Consortium Member] have read, examined and understood the RFP and RFP Documents for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis.

We hereby confirm our concurrence with the RFP including in particular the Consortium Agreement and the Bid submitted by ..... [Insert name of the Lead Consortium Member], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name :  
Designation :  
Name of the Company :  
Address :  
Phone Nos. :  
Fax Nos. :  
E-mail address :

Dated the ..... day of ..... of 20.....

Thanking you,  
Yours faithfully,

.....

*[Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal]*

Business Address:  
*[Name and address of principal officer]*

## Form 13: Format of Summary of Audited Financial Statements

< This form needs to be submitted by sole bidder and all consortium members. In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 1 (one) month prior to the date of Bid Submission >

[On the Official Letterhead of the Chartered Account.]

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

**Sub: Audited Financial Statement for ..... [Insert name of Sole Bidder/Consortium Member].**

Ref: [Tender Details]

Dear Sir/ Madam,

This is to certify that ..... [Insert name of Sole Bidder/Consortium Member] having its Registered Office at ..... [Insert Registered Address of the Consortium Member] are in the business of ..... [Insert briefly the nature of the business], have recorded the following:

NETWORTH FOR LAST THREE FINANCIAL YEARS		
Sr.	Financial Year (FY)	Networth Amount (In Indian Rupees)
1.		
2.		
3.		

Or

ACI FOR PRECEDING FINANCIAL YEAR		
Sr.	Financial Year (FY)	ACI Amount (In Indian Rupees)
1.		

The above Networth/ ACI are arrived from our Audit Reports for the last three/ preceding<sup>8</sup> financial years duly submitted to the Income Tax Department along with our Audit Reports.

Hence, we certify from the records submitted to us. Thanking you,

Sincerely yours,

[Official seal of the Chartered Accountant]

Date: [Date]

Place: [Place]

.....  
[Insert Name of the Chartered Accountant]  
[Insert address and contact information of the Chartered Accountant]

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<sup>8</sup> In case ACI is used to meet the financial requirements

**Form 14: Record of Similar Work Done**

<b>S No</b>	<b>Name of Client Company</b>	<b>Date of PO/ WO</b>	<b>Contract Period</b>	<b>No. of Consumers, Nodes, etc.</b>	<b>Description of Work</b>	<b>PO/ WO Value (In INR)</b>	<b>Confirm attachment of PO/ WO</b>	<b>Confirm attachment of work completion/ execution certificate</b>
1.								
2.								
3.								
4.								
5.								

## Form 15: Format of Bill of Quantities

Please Note: The list is indicative only. This needs to be detailed out and customized by [AMISP] basis Project requirement

**Table 1: Bill of Materials and Services for Smart Meters [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
<b>1.</b>	<b>Meters (including Communication module/NIC card)</b>		
1.1	Single phase whole current Smart Meter (without Net-Metering)	Nos.	
1.2	Single phase whole current Smart Meter (with Net-Metering)	Nos.	
1.3	Three Phase whole current Smart Meter (without Net-Metering)	Nos.	
1.4	Three Phase whole current Smart Meter (with Net-Metering)	Nos.	
1.5	Three phase CT operated Smart Meter (without Net-Metering)	Nos.	
1.6	Three phase CT operated Smart Meter (with Net-Metering)	Nos.	
1.7	Feeder Meter	Nos.	
1.8	....		
	Sub Total 1		
<b>2.</b>	<b>Mandatory Spares</b>		
2.1	X% of Subtotal 1	Lot	
2.2	....		
..	..		
	Sub Total 2		
<b>3.</b>	<b>Installation &amp; Commissioning</b>		
3.1	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
3.2	Meter Boxes	Nos	
..	..		
	Sub Total 3		
<b>4.</b>	<b>Other Requirement</b>		
4.1	Any other product/ services, if required, along with details.	Nos./ Lot/ Job	
	Sub Total 4		
<b>5.</b>	<b>Communications Hardware</b>		
5.1	NIC/ Communication Module (price to be quoted only for sourcing additional quantity if required).	Nos.	
5.2	Data Concentrator Units/Access points		
....	.....		
	Sub Total 5		



**Table 2: Bill of Materials and Services for Software [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
<b>1.</b>	<b>Application Software</b>		
1.1	Meter Data Acquisition Software (MDAS)/Head End System (HES)	Lot	
1.2	Meter data management (MDM) .....	Lot	
1.3	....		
..	..		
	Sub Total 1		
<b>2.</b>	<b>Data Archiving Software</b>		
2.1	Data Archiving and SAN management software	Lot	
2.2	....		
..	..		
	Sub Total 2		
<b>3.</b>	<b>Network Management Software</b>		
3.1	Centralized network management software along with patch management & identity management	Lot	
3.2	Antivirus software for all machines in Network Operation cum Monitoring Center	Lot	
3.3	Access control software with single sign on feature		
...	.....		
..	..		
	Sub Total 3		
<b>4.</b>	<b>Installation &amp; Commissioning</b>		
4.1	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
4.2	....		
..	..		
	Sub Total 4		
<b>5.</b>	<b>Other Requirement</b>		
5.1	Any other product/ services, if required, along with details.	Nos./ Lot/ Job	
	Sub Total 4		

**Table 3: Bill of Materials and Services for Hardware [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
<b>1.</b>	<b>Hardware for Network Operation cum Monitoring Centre</b>		
1.1	Workstation consoles	Set	
1.2	Firewall		
1.3	Router		
..	..		
	Sub Total 1		
<b>2.</b>	<b>Mandatory Spares</b>		
2.1	X% of Subtotal 1	Lot	
2.2	....		
..	..		
	Sub Total 2		
<b>3.</b>	<b>Installation &amp; Commissioning</b>		
3.1	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
3.2	....		
..	..		
	Sub Total 3		
<b>4.</b>	<b>Other Requirement</b>		
4.1	Any other product/ services, if required, along with details.	Nos./ Lot/ Job	
	Sub Total 4		

**Table 4: Bill of Materials and Services for Training [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
<b>1.</b>	<b>Training at Site</b>		
1.1	Smart Meter & Communication network	Days	
1.2	HES & MDM, Protocol, Database, User Interface, Display and Application software	Days	
1.3	Computer System Hardware & Software	Days	
1.4	....		

S. No.	Item Description	Unit	Quantity
..	..		
	Sub Total 1		

**Table 5: Bill of Materials and Services for Operation and Maintenance [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
<b>1.</b>	<b>Operation and Maintenance</b>		
1.1	Operation of complete system (during warranty period) including providing communication link to Network Operation cum Monitoring Center as well as network connectivity for Cellular services for AMI System	Year 1	
		Year 2	
		Year 3	
		Year 4	
		..	
		Year 7	
		Year 8	
1.2	Maintenance of complete System during AMI operations period	Year 1	
		Year 2	
		Year 3	
		Year 4	
		..	
		Year 7	
		Year 8	
1.3	....	Nos./ Job	
	Sub Total 1		

**Table 6: Bill of Materials and Services for Infrastructure for Recharge through Feature Phones/ Offline Channels [Indicative Only. To be defined by AMISP]**

S. No.	Item Description	Unit	Quantity
1.	<b>Infrastructure for Recharge</b>		
1.1	Retail distribution centres	Nos./ Job	
1.2	Workstation Consoles	Nos.	
1.3	Computer System	Nos.	
..	..		
	Sub Total 1		

## Form 16: Format of Submission of Financial Bid (For Reference Only)

***[IMPORTANT NOTE: THE FINANCIAL BID SHALL ONLY BE SUBMITTED IN THE ELECTRONIC FORMAT. IT SHALL NOT BE SUBMITTED IN HARD COPY OR AS A PART OF THE TECHNICAL BID..]***

[On the letter head of each Member of the Consortium including Lead Member/ Sole Bidder]

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

**Sub: Financial Bid for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis.**

**Ref: [Tender Details]**

Dear Sir/ Madam,

We, the undersigned ..... [Insert name of the Lead Consortium Member/ Sole Bidder 'Party 1'] representing ..... [Insert name of the Lead Consortium Member 'Party 2'], ..... [Insert name of the Lead Consortium Member 'Party 3'], ..., and ..... [Insert name of the Lead Consortium Member 'Party n'], having read, examined and understood in detail the RFP for Implementation of [Utility]'s AMI hereby submit our Financial Bid. We hereby undertake and confirm that:

- A. We have submitted our Financial Bid strictly in accordance with the RFP without any deviations or condition.
- B. Our Financial Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications.
- C. Price quoted clearly mentions the total cost (basic cost, Goods and Services Tax, or any other taxes/duties/levies).
- D. Under no circumstances shall escalation in prices of this Financial Bid be entertained by [Utility] whether due to factors within or beyond control of the Bidding Consortium such as change in tax structure, currency value change, etc.
- E. The details quoted herein shall stand valid at least for 9 months from the date of submission of this Financial Bid and for implementation of Project, if awarded, as per the timeframe indicated in the RFP.

F. Our Total Cost of the Project for the contract period is INR.....; and the quoted AMISP Service Charge will be a fixed for the entire contract duration

G. Our quoted prices are as per the Annexure attached herein.

Dated the ..... [Insert date of the month] day of ..... [Insert month, year] at ..... [Insert place].

Thanking you,

Sincerely yours,

[Insert Signature here]  
[Insert Name here]  
[Insert Designation here]

**Annexure: Quoted prices for the Financial Bid.**

*Please Note: The list is indicative only. This needs to be detailed out and customized by [AMISP] basis project requirement*

**Table : Bill of Materials and Services for Smart Meters [Indicative Only. To be defined by AMISP]**

S. No.	Item Description (A)	Quantity in Nos. (B)	Rate per Unit (in INR/ month/ meter) (C)	GST & other applicable taxes, duties, levies, etc applicable in % (D)	AMISP Service Charge (in INR/ month/ meter) (E = C x (1+D%))	Total cost for each category of meter (F = B X E X 90 months)
<b>1.</b>	<b>Meters (each with related hardware, software and equipment)</b>					
1.1	Single phase whole current Smart Meter					
1.2	Three Phase whole current Smart Meter					
1.3	Three phase CT operated Smart Meter					
1.4	Feeder Meter					
1.5	....					
..	..					
	<b>Total</b>					

**Total Cost of the Project** (Sub-total of Column F in table above) = **INR [X] crores**

## Form 17: Data Requirement Sheet

<Please Note: In case of any deviation of minimum requirement of features (listed below) from the existing BIS standards, the existing BIS standards shall prevail over the same>

### Single Phase Whole Current Smart Meter

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1	Applicable Standards	The meters shall comply with IS 16444 Part 1 for all requirements.	
2	Reference Voltage	As per relevant IS (240 V)	
3	Current Rating	5-30 A 10-60 A	
4	Category	UC1	
5	Starting Current	As per IS 16444 Part 1	
6	Accuracy	Class 1.0 as per IS 16444 Part 1	
7	Limits of error	As per IS 16444 Part 1	
8	Operating Temperature range	As per IS 13779	
9	Humidity	As per IS 13779	
10	Frequency	As per IS 16444 Part 1	
11	Influence Quantities	As per IS 16444 Part 1	
12	Power Consumption of meter	As per IS 16444 Part 1	
13	Current and Voltage Circuit	As per IS 16444 Part 1	
14	Running at No Load	As per IS 16444 Part 1	
15	Test output device	As per IS 16444 Part 1	
16	Meter Display	As per IS 16444 Part 1	
17	Name Plate & marking Meter Display	As per IS 16444 Part 1	
18	Parameters to be measured	As per IS 16444 Part 1 / As per IS 15959 Part-2	
19	Maximum Demand resetting	As per IS 15959 Part 2	
20	Time of Use registers	As per IS 15959 part 2	
21	Power Quality Information	As per IS 15959 part 2	
22	LED/LCD Indicators	As per IS 16444 Part 1	
23	Load Survey/Interval Data	As per IS 15959 part 2	



S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
24	Tamper/ Event Recording	As per IS 15959 part 2	
25	Measuring Elements	As per IS 16444 part 1	
26	Alarm	As per IS 16444 Part 1/ 15959 Part 2	
27	Load Control	As per IS 16444 Part 1	
28	Connect/Disconnect switch	UC1 (As per IS 16444 part 1)	
29	Status of load switch	As per IS 16444 Part 1	
30	Programmability	As per IS 16444 Part 1	
31	Communication	As per IS 16444. Part 1	
32	Data Exchange Protocol	As per IS 16444 Part 1	
33	Remote Firmware upgrade	As per IS 15959 part 2	
34	Real Time Clock (RTC)	As per IS 16444 Part 1 IS 15959 Part1 & Part 2	
35	Data Retention	As per IS 16444 Part 1	
36	Battery Backup	Meter shall be supplied with adequate separate battery backup for RTC.	
37	First Breath (power on) and Last gasp (power off) condition detection and communication to HES	As per IS 16444 Part 1	
38	Plug-in Communication Module	The Smart Meters shall be have a dedicated sealable slot for accommodating plug-in type bi -directional communication module which shall integrate the respective communication technology ( RF/PLCC/ Cellular) with the Smart Meters, leading to easy adaptability for network interfaces (WAN/NAN).The Plug-In module shall be field swappable/ replaceable.	
39	Anti-Tamper Features	The meter shall continue working under tamper conditions as defined in IS 15959 Part 2 and would log the event and send alarm at Head End System after detection of the defined tamper features as per IS 15959 Part 2	
40	Data Display Facility	As per IS 16444. However, minimum requirements should include the following: Data Display shall be in two modes-	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<p>1. Auto Scroll</p> <p>2. Scroll with Push Button</p> <p>The display parameters shall be:</p> <ul style="list-style-type: none"> <li>• Auto Scroll</li> <li>• Display Check</li> <li>• Date and Time</li> <li>• Last Recharge Amount</li> <li>• Last Recharge Time</li> <li>• Current Balance Amount</li> <li>• Current Balance Days Left</li> <li>• Cumulative Active Energy kWh with legend.</li> <li>• Current calendar month MD in kW with legend.</li> <li>• Instantaneous voltage</li> <li>• Instantaneous Phase current</li> <li>• Instantaneous Load kW</li> <li>• Instantaneous average Power Factor</li> </ul> <p>These parameters should be displayed on the Meter Display continuously for a period of 10 seconds on Auto scroll.</p> <p>Scroll with Push-button</p> <ul style="list-style-type: none"> <li>• All Parameters mentioned under Auto-Scroll mode should be displayed. Additionally, the following Parameters shall also be displayed:</li> <li>• Internal diagnostics (display check)</li> <li>• Meter Serial No.</li> <li>• Last month cumulative kWh with legends</li> <li>• Last month MD in kW with legends</li> <li>• Current month Average Power Factor</li> <li>• Last month Average Power Factor</li> </ul> <p>Further, the Meter should display high resolution energy values with resolution of 3 digits before decimal and 2 digits after decimal in push button mode</p> <p>The meter's display should return to default display mode (continues auto scroll) if push button is not operated for more than 10 seconds. (The order of display may be revised as per requirement of the Utility). Meter display should go in to sleep mode during Power-On</p>	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		condition in case the push button is not operated for more than 10 minutes	

### Three Phase Whole Current Smart Meter

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1	Applicable Standards	The meters shall comply with IS 16444 Part 1 for all requirements.	
2	Reference Voltage	As per relevant IS	
3	Current Rating	10-60 A 20-100 A	
4	Category	UC1	
5	Starting Current	As per IS 16444 Part 1	
6	Accuracy	Class 1.0 as per IS 16444 Part 1	
7	Limits of error	As per IS 16444 Part 1	
8	Operating Temperature range	As per IS 13779	
9	Humidity	As per IS 13779	
10	Frequency	As per IS 16444 Part 1	
11	Influence Quantities	As per IS 16444 Part 1	
12	Power Consumption of meter	As per IS 16444 Part 1	
13	Current and Voltage Circuit	As per IS 16444 Part 1	
14	Running at No Load	As per IS 16444 Part 1	
15	Test output device	As per IS 16444 Part 1	
16	Meter Display	As per IS 16444 Part 1	
17	Name Plate & marking Meter Display	As per IS 16444 Part 1	
18	Parameters to be measured	As per IS 16444 Part 1 / As per IS 15959 Part-2	
19	Maximum Demand resetting	As per IS 15959 Part-2	
20	Time of Use registers	As per IS 15959 Part-2	
21	Power Quality Information	As per IS 15959 Part-2	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
22	LED/LCD Indicators	As per IS 16444 Part 1	
23	Load Survey/Interval Data	As per IS 15959 Part-2	
24	Tamper/ Event Recording	As per IS 15959 Part-2	
25	Measuring Elements	As per Is 16444 Part 1	
26	Alarm	As per IS 16444 Part 1 / As per IS 15959 Part-2	
27	Load Control	As per IS 16444 Part 1	
28	Connect/Disconnect switch	UC1 as per IS 16444 Part 1	
29	Status of Load switch	As per IS 16444 Part 1	
30	Programmability	As per IS 16444 Part 1	
31	Communication	As per IS 16444 Part 1	
32	Communication Protocol	As per IS 16444 Part 1	
33	Remote Firmware upgrade	As per IS 15959 Part-2	
34	Real Time Clock (RTC)	As per IS 16444 Part 1 / IS 15959 Part 1 & Part 2	
35	Data Retention	As per 16444 Part 2	
36	Battery Backup	Meter shall be supplied with adequate separate battery backup for RTC.	
37	First Breath (Power on) and Last gasp (Power off) condition detection and communication to HES	As per IS 16444 Part 1	
38	Plug-in Communication Module	The Smart Meters shall be have a dedicated sealable slot for accommodating plug-in type bi -directional communication module which shall integrate the respective communication technology ( RF/PLC/ Cellular) with the Smart Meters, leading to easy adaptability for network interfaces (WAN/NAN).The Plug-In module shall be field swappable/ replaceable.	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
39	Anti-Tamper Features	The meter shall continue working under tamper conditions as defined in IS 15959 Part 2 and would log the event and send alarm at Head End System after detection of the defined tamper features as per IS 15959 Part 2	
39	Data Display Facility	<p>As per IS 16444. However, minimum requirements should include the following:</p> <p>Data Display shall be in two modes-</p> <ol style="list-style-type: none"> <li>1. Auto Scroll</li> <li>2. Scroll with Push Button</li> </ol> <p>The display parameters shall be:</p> <ul style="list-style-type: none"> <li>▪ Auto Scroll <ul style="list-style-type: none"> <li>• Display Check</li> <li>• Date and Time</li> <li>• Last Recharge Amount</li> <li>• Last Recharge Time</li> <li>• Current Balance Amount</li> <li>• Current Balance Time</li> <li>• Cumulative Active Energy kWh with legend.</li> <li>• Cumulative Active Energy kVAh with legend.</li> <li>• Current month MD in kW with legend.</li> <li>• Current month average Power Factor</li> <li>• Instantaneous voltage VRN</li> <li>• Instantaneous voltage VYN</li> <li>• Instantaneous voltage VBN</li> <li>• Instantaneous current IR</li> <li>• Instantaneous current IY</li> <li>• Instantaneous current IB</li> <li>• Instantaneous current IN</li> <li>• Instantaneous Load kW and kVA</li> <li>• Instantaneous average Power Factor</li> </ul> </li> </ul> <p>These parameters should be displayed on the LCD/LED continuously for a period of 10 seconds on Auto scroll.</p> <ul style="list-style-type: none"> <li>▪ Scroll with Push-button</li> </ul> <p>All Parameters mentioned under Auto-Scroll mode should be displayed. Additionally, the following Parameters shall also be displayed:</p> <ul style="list-style-type: none"> <li>• Internal diagnostics (display check)</li> <li>• Meter Serial No</li> </ul>	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> <li>Cumulative Energy in kVArh Lag/ Lead with legend</li> <li>Cumulative Active Energy kWh ToD wise with legends.</li> <li>Cumulative Apparent Energy kVAh ToD wise with legends.</li> <li>Current month MD in kVAh with legends</li> <li>Last month cumulative kWh with legends</li> <li>Last month cumulative kVAh with legends</li> <li>Last month MD in kW with legends</li> <li>Last month Average Power Factor</li> </ul> <p>Further, the Meter should display High Resolution energy values with resolution of 3 digits before decimal and 2 digits after decimal in push button mode.</p> <p>The meter's display should return to default display mode (continues auto scroll) if push button is not operated for more than 10 seconds. (The order of display may be as per the requirement of Utility). Meter display should go in to sleep mode during Power-On condition in case the push button is not operated for more than 10 minutes</p>	

### Three Phase CT Operated Smart Meter

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1	Applicable Standards	The meters shall comply with IS 16444: Part2 for all requirements except for those parameters which have been specifically mentioned to be otherwise in this specification.	
2	Reference Voltage	[As per relevant IS]	
3	Current Rating	1b 5A	
4	Starting Current	As per IS 16444: Part2	
5	Accuracy	Class 0.5S as per IS 16444: Part2	
6	Limits of error	As per IS 16444: Part2	
7	Operating Temperature range	As per IS 13779	
8	Humidity	As per IS 13779	
9	Frequency	As per IS 16444: Part2	
10	Influence Quantities	As per IS 16444: Part2	
11	Power Consumption of meter excluding communication	As per I S 16444: Part2	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
	module		
12	Current and Voltage circuit	As per IS 16444: Part2	
13	Running at No Load	As per IS 16444: Part2	
14	Test output device	As per IS 16444: Part2	
15	Meter Display	As per IS 16444: Part 2	
16	Time of Use (In case of net-meter both export & import parameters to be measured)	As per IS 15959 Part 3	
17	Parameters to be measured	As per IS 16444 / As per IS 15959	
18	Power Quality Information	As per IS 15959 Part 2	
19	Maximum Demand	As per IS 15959	
20	Load Survey/Interval Data	As per IS 15959	
21	LED/LCD Indicators	As per IS 16444 Part 2	
22	Tamper/Event recording	As per IS 15959	
23	Alarm	As per IS 16444 / IS 15959	
24	Measuring Elements	As per IS 16444	
25	Anti-Tamper features	The meter shall continue working under tamper conditions as defined in IS 15959 Part 3 and would log the event and send alarm at HES after logging of the defined tamper features as per IS 15959 Part 3.	
26	Programmability	As per IS 16444 Part 2.	
27	Communication	As per IS 16444 Part 2	
28	Communication Protocol	As per IS 15959/DLMS-COSEM	
29	Real Time Clock (RTC)	As per IS 16444 / IS 15959	
30	Data Retention	As per IS 16444 Part 2	
31	Battery Backup	Meter shall be supplied with separate battery backup for RTC	
32	Data display facility (manual/Auto)	As per IS 14697. However minimum requirement should include the following:	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<p>Data Display shall have following features:</p> <ul style="list-style-type: none"> <li>• High Resolution (Shall display energy values with resolution of 2 digits before decimal and 5 digits after decimal.</li> <li>• The Push button for manual scrolling in addition to auto scrolling with a persistence time of 10 seconds for each parameter shall be provided.</li> </ul> <p>Display of data as per IS 16444 (Part 2)</p>	
33	Remote Firmware Upgrade	As per IS 15959 Part 3	

### Routers for RF Mesh Network (If Applicable)

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1.	<b>General Requirements</b>	<ul style="list-style-type: none"> <li>• The communication network shall have dynamic &amp; self-healing capability. If one of the communication elements such as router or access point fails, then nodes connecting to that element shall switch to best available element for communication of data to HES.</li> <li>• It shall support IPv6 network addressing.</li> <li>• Each node shall keep a track of best available nearby nodes.</li> <li>• The communication network equipment shall use Unlicensed or Licensed frequency band as permitted by WPC/Statutory Bodies in India.</li> <li>• Suitable network management system (NMS) shall be available to monitor the performance of the communication network round the clock. The NMS shall provide viewing of all the networking elements deployed at site and enable configuration, parameterization of the networking devices and the nodes.</li> <li>• It shall support remote firmware upgrading as per IS 16444</li> <li>• It shall be secure enough to avoid all cyber threats such as DDoS, spoofing, malwares etc.</li> <li>• The communication network shall ensure secure communication of data to HES.</li> </ul>	



S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> <li>• The equipment shall be weatherproof, dustproof and constructed for outdoor installation on poles (minimum rating: IP-65). A suitable mounting provision shall be made for the equipment.</li> <li>• Enclosure: Provision for security sealing shall be provided and in case the gasket of the cover is used for protection against moisture, dust and insects, the gasket shall be made of weather and aging resistant material.</li> <li>• The list of standards followed in all the devices/equipment used in communication network shall be furnished</li> </ul>	

### Access Points for Communication Networks (if Applicable)

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1.	<b>Configuration Requirement</b>	<ul style="list-style-type: none"> <li>• It shall be able to configure the communication with underlying nodes/end points.</li> <li>• It shall support on demand read and ping of individual/group of meters.</li> <li>• It shall push events such as tamper, power off etc. to HES immediately on occurrence/receipt from field devices/meters.</li> <li>• It shall have Wide Area Network (WAN) connectivity to the HES through suitable means.</li> <li>• It shall communicate with routers/nodes/end points on RF / RF mesh (Unlicensed or Licensed frequency band as permitted by WPC/Statutory Bodies in country of deployment as applicable).</li> <li>• It shall periodically monitor meter reads/downstream commands and shall retry and reconnect in case of failed events/reads.</li> <li>• After power Interruption, on restoration of power supply, it shall establish communication with underlying devices</li> </ul>	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<p>as well as upstream application (HES) automatically.</p> <ul style="list-style-type: none"> <li>• Access point shall facilitate recording of: <ul style="list-style-type: none"> <li>○ No of packet failures</li> <li>○ Retry attempts</li> <li>○ Missed periodic reading</li> <li>○ Failure to connect</li> <li>○ Tamper events</li> </ul> </li> <li>• It shall be capable to handle interval data of suitable nos. of any type of Smart Meter (1ph/3ph). Access point shall be able to acquire and send data to HES for full capacity (No. of meters/field devices it is designed for) within a suitable time period to achieve the performance level. Full capacity of access point is required to be indicated in the offer.</li> <li>• Access point shall support remote firmware upgrades as well as remote configuration from the Network Operation cum Monitoring Center.</li> </ul>	

**Data Concentrator Unit (DCU) (If Applicable)**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
1.	<p><b>Configuration, Functionality &amp; Interface</b></p>	<ul style="list-style-type: none"> <li>• It shall be able to configure the communication with underlying nodes/meters.</li> <li>• It shall pull data from the field devices and push the data at configured intervals to the HES. It should also support the HES in pulling data from the field devices/meters. The data acquisition (Push/Pull) frequency shall be programmable. DCU shall be capable to prioritize control commands.</li> <li>• DCU shall ensure a secure communication to HES and shall have internal memory for storing interval data for at least 5 (five) days.</li> <li>• DCU shall support on demand read and ping of individual/group of meters.</li> <li>• It shall support IPv6 network addressing.</li> </ul>	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> <li>• DCU shall push events such as tamper, power off etc. to HES immediately on occurrence/receipt from field devices/meters.</li> <li>• The equipment shall be weatherproof, dustproof and constructed for outdoor installation on poles (minimum rating: IP-65). A suitable mounting provision shall be made for the equipment.</li> <li>• Enclosure: Provision for security sealing shall be provided and in case the gasket of the cover is used for protection against moisture, dust and insects, the gasket shall be made of weather and aging resistant material.</li> </ul>	
2.	<b>Communication</b>	<ul style="list-style-type: none"> <li>• The communication architecture shall be any, as defined under IS 16444.</li> <li>• The DCU shall ensure the appropriate backhaul for secure transfer of data to HES either via cellular or Fiber Optic communication. In case of cellular backhaul, it shall support SIM card with dynamic IP from any service provider. It shall have Wide Area Network (WAN) connectivity to the HES through suitable means.</li> <li>• DCU shall be able to communicate with meters either on RF / RF mesh (Unlicensed or Licensed frequency band as permitted by WPC/Statutory Bodies in country of deployment as applicable) or PLCC.</li> <li>• DCU shall periodically monitor meter reads/downstream commands and shall retry and reconnect in case of failed events/reads.</li> <li>• It shall push events such as tamper, power off etc. to HES immediately on occurrence/receipt from field devices/meters. DCU shall be able to acquire and send data to HES for full capacity (as per designed for no. of meters/field devices) to ensure the performance level. Full capacity of DCU is required to be indicated in the offer.</li> </ul>	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> <li>• After Power Interruption, on restoration of power supply, DCU shall establish communication with underlying devices as well as upstream application automatically.</li> <li>• DCU shall be able to communicate with the nearest meters depending on topographical features. For further communication among the meters, distance of the other meters with the DCU shall not be a constraint as communication of the nearest meters shall be established with other meters through appropriate mesh formation / other formation.</li> <li>• Remote Firmware Upgrade: The DCU shall support remote firmware upgrades as well as remote configuration from the network operation cum monitoring center. Configuration of programmable parameters of Smart Meters shall be done through HES.</li> <li>• All meters falling under one DCU shall be commissioned and checked for proper communication in presence of Utility in-charge.</li> <li>• DCU shall keep the records of minimum of the following events: <ul style="list-style-type: none"> <li>○ No of packet failures</li> <li>○ Retry attempts</li> <li>○ Missed periodic readings</li> <li>○ Failure to connect</li> <li>○ Tamper events</li> </ul> </li> </ul>	

**Head-End System (HES) <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Meter Data Management System (MDMS) <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Workstation Consoles <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Monitors<Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Firewall and Intrusion Protection System <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Internet Router <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Printers <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Local Area Network <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**Video Display System <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

**UPS <Refer Schedule F of AMISP Contract as added by Utility shall be duplicated in the table below>**

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering

## Form 18: Table of Compliance

The Bidder shall submit 'Clause by Clause' compliance to the RFP document and the AMISP Contract including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 18

. The Bidder shall annotate the Table of Contents of each section to provide a high-level summary of compliance status. In all cases, the following symbols, and no others shall be used:

- **C - Bid complies with all requirements in the adjacent paragraph.**
- **A - Bid is not compliant with the requirements in the adjacent paragraph, but a functional alternative is proposed.**
- **X - Bid takes exception to the requirements of the adjacent paragraph and no functional alternative is proposed.**

Only one symbol shall be assigned to paragraph and shall indicate the worst-case level of compliance for that paragraph. This annotation may be handwritten.

The Bidder shall also underline, on the compliance copy, all requirements to which exceptions have been taken (X) or to which alternatives have been proposed (A).

Each alternative shall be clearly and explicitly described. Such descriptions shall use the same paragraph numbering as the bid document sections addressed by the alternatives. All alternative descriptions shall be in one contiguous section of the bidder's proposal, preferably in the same volume, and titled "Alternatives." A separate section titled "Exceptions" shall also be provided containing any discussion or explanation chooses to provide concerning exceptions taken. Alternatives which do not substantially comply with the intent of the Bid documents will be considered exceptions.

Any clause which is not included in this compliance table shall be treated as "fully complied" or C.

The [Utility] will assess the merits of each alternative and exception and will be the sole judge as to their acceptance.



## Form 19: Format of Performance Security

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]*

Reference No. .... Bank Guarantee No. .... Dated: .....

To:

[Utility]

[Address]

Dear Sir/ Madam,

WHEREAS..... *[Insert name of the Lead Consortium Member/ Sole Bidder]* with address ..... *[Insert address of the Lead Consortium Member/ Sole Bidder]* having its registered office at ..... *[Insert address of the Lead Consortium Member/ Sole Bidder]* (hereinafter, the “Contractor”), subsequent to participation in Tender No. [Tender Details] (the “RFP”) issued by [Utility] (hereinafter, the “Beneficiary”) for Appointment of AMI Service Provider for Implementation of AMI Project in pre-paid mode, have been issued the Letter of Award as the Selected Bidder. The Selected Bidder was required to incorporate the AMISP. Further the AMISP was required to furnish a Performance Security in the form of a Bank Guarantee

And WHEREAS a Bank Guarantee for Rupees ..... *[Insert amount in words equivalent]* (.....) *[Insert amount in figures]* valid till..... *[Insert Contract Period]* is required to be submitted by the AMISP as per the terms and conditions of the RFP.

We,.....*[Insert name of the Bank and address of the Branch giving the Bank Guarantee]* having our registered office at .....*[Insert address of the registered office of the Bank]* hereby give this Bank Guarantee No. ....*[Insert Bank Guarantee number]* dated .....*[Insert the date of the Bank Guarantee]*, and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees ..... *[Insert amount in words]* (.....) *[Insert amount in figures]* to the said Beneficiary on behalf of the Contractor.

We ..... *[Insert name of the Bank]* also agree that non-performance, delayed performance or violation of any of the terms and conditions of the contract by AMISP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the AMISP or the Selected Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ..... *[Insert the date of validity of the Bank]* and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever

and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees ..... *[Insert amount in words equivalent]*. Our Guarantee shall remain in force till ..... *[Insert the contract period]*. Unless demands or claims under this Bank Guarantee are made to us in writing on or before..... *[Insert contract period]*, all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

*[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]*

*[Insert signature of the Bank's Authorized Signatory]*

Attested:

..... [Signature] (Notary Public)

Place: ..... Date: .....

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**INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE**

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from the Scheduled Commercial Banks.

## Form 20: Format of Letter of Award

Sub:- Bid for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis

REF: - 1. Request for Proposal for selection of AMISP dated [•] (“RFP”)  
2. Your proposal dated [•] (“Proposal”)  
3. Your clarification [•]

Dear Sir,

1. This is in reference to your Proposal in relation to the RFP.
2. Pursuant to the evaluations of the Bid, your bid has been found to be most suited.
3. You are requested to please take steps for incorporation of the SPV in terms of the RFP for execution of the AMISP Contract. The execution of the AMISP Contract shall happen only after you have furnished the performance security in terms of the RFP.
4. A draft of the AMISP Contract was provided to you along with the RFP. Please note that there shall be no change whatsoever in the terms and conditions as set out in the draft Contract.
5. Please note that in the event of failure to comply with any terms and conditions of this Letter of Award, the entire Bid Security may be forfeited.
6. Any further correspondence in connection with the Project should be addressed to the [insert details of the appropriate authority •]” with a copy to Chairman/ Managing Director, till further instructions are issued.
7. The terms and conditions as set out in this Letter of Award shall stand valid until execution of the AMISP Contract.
8. Please acknowledge the receipt and return the duplicate copy of this Letter of Award after signing and stamping it in all the pages to the undersigned as a token of acceptance.

Thanking You

Yours truly  
[insert details of the Utility]

Reference No. ....

Bank Guarantee No. ....

Dated: .....