

ASSAM POWER DISTRIBUTION COMPANY LTD.

**BID DOCUMENT
FOR**

**Appointment of Advanced Metering Infrastructure (AMI)
Service Provider for Smart Metering in selected urban areas of APDCL on
DBFOOT basis
(Circles: Kokrajhar, Bongaigaon, Barpeta, Rangia, Mangaldoi, Tezpur, North
Lakhimpur, GEC-II)**



Open Tender Notice

No. APDCL/CGM(PP&D)/SMART METER (DBFOOT)/PKG-2/2021/4, dated 19.02.2021

February, 2021

OFFICE OF THE CHIEF GENERAL MANAGER (PP & D), APDCL

General Information

- A. This bid document has been prepared for the selection and appointment of Advanced Metering Infrastructure (“AMI”) Service Provider (“AMISP”) for Smart Metering on Design Build Finance Own Operate Transfer (DBFOOT) basis by Assam Power Distribution Company Limited.
- B. It consists of two parts:
- (i.) Request for Proposal (RFP) for the selection and appointment of Advanced Metering Infrastructure (“AMI”) Service Provider (“AMISP”) for Smart Metering under APDCL on Design Build Finance Own Operate Transfer (DBFOOT)
 - (ii.) AMISP Contract to be signed between AMISP, Selected Bidder and APDCL.
- C. The RFP includes 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"> 1. List of Consortium Members / Sub-Contractors/OEM partners 2. Bidder Information 3. Project Implementation Plan 4. Bidder’s Representative and Key Personnel 5. Resume and Declaration 6. Format of Bank Guarantee for Bid Security 7. Format for Sending Query to Utility 8. Format of Covering Letter Submission of Bid 9. Format of Consortium Agreement 10. Format of Power of Attorney by Consortium Member in favour of Lead Consortium Member 11. Format of Power of Attorney by Lead Consortium/Sole Bidder 12. Format of Letter of Consent 13. Format of Summary of Audited Financial Statements 14. Format of Record of Similar Work Done 15. Format of Bill of Quantities 16. Format of Submission of Financial Bid 17. Data Requirement Sheet 18. Table of Compliance 19. Format of Performance Security 20. Format of Letter of Award

- D. The AMISP Contract include the following:

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

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 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 RFP 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 RFP and provide accurate information to the best of their knowledge without misleading for participation this Project.

Request for Proposal

**Appointment of Advanced Metering Infrastructure
(AMI) Service Provider for in selected urban areas of
APDCL on DBFOOT basis**

**(Circles: Kokrajhar, Bongaigaon, Barpeta, Rangia, Mangaldoi, Tezpur, North
Lakhimpur, GEC-II)**

ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
O/O Chief General Manager (PP&D), Bijulee Bhawan, Paltanbazar, Guwahati-781001

NOTICE INVITING TENDER

No. APDCL/CGM(PP&D)/SMART METER (DBFOOT)/PKG-2/2021/4, dated 19.02.2021

E-tenders, with validity up to 180 (One Hundred Eighty) days from last date of submission of bids, are invited for **Appointment of Advanced Metering Infrastructure (AMI) Service Provider for in selected urban areas of APDCL on DBFOOT basis** by the undersigned under **Kokrajhar, Bongaigaon, Barpeta, Rangia, Mangaldoi, Tezpur, North Lakhimpur, GEC-II Electrical circles.**

The complete tender papers can be downloaded from our official website www.apdcl.org and also from <https://assamtenders.gov.in>. Interested bidders can download the Bidding Documents and commence preparation. Download of bidding document is free of cost. However, bidders must deposit online non-refundable tender processing fee of Rs. 30000.00 (Rupees Thirty Thousand Only) while online submission of tenders in <https://assamtenders.gov.in>

This BID DOCUMENT consists of two (2) parts, wherein the Bidders are expected to inform themselves of the content fully:

- 1) RFP for Appointment of Advanced Metering Infrastructure (AMI) Service Provider
- 2) Contract for Appointment of AMI Service Provider for Smart Metering in APDCL on DBFOOT basis

All interested parties are requested to understand this BID DOCUMENT in detail in order to comply with APDCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.

The earnest money for the work is Rs. 25,00,000.00 (Rupees Twenty Five Lakhs) only. EMD should be submitted online while submission of tenders in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

Key Dates:	Tender download start date:	22.02.2021 (16:00 Hours)
	Date of pre-bid meeting:	08.03.2021 (11:00 Hours)
	Bid submission start date:	15.03.2021 (10:00 Hours)
	Last date of bid submission:	23.03.2021 (14:00 Hours)
	Bid opening date and time:	24.03.2021 (14:00 Hours)

The undersigned reserves the right to reject any/all tenders without assigning any reason thereof, and to accept any tender or part of which is suitable to APDCL and to award the contract to one party or split up the contract amongst different techno-commercially qualified bidders.

For details please visit www.apdcl.org or <https://assamtenders.gov.in>

Sd/-
The CGM (PP&D), APDCL

Tender Disclaimer

- A. The information contained in this BID DOCUMENT or subsequently provided, whether verbally or in documentary or in any other form by or on behalf of APDCL or any of its employees, consultants or associates, is provided to Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other relevant terms and conditions.
- B. This BID DOCUMENT is not an agreement and is neither an offer nor invitation by APDCL to the prospective Bidders or any other party. The purpose of this BID DOCUMENT is to provide interested parties with information that may be useful to them in preparation of their Bid. This BID DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by APDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This BID DOCUMENT may not be appropriate for all persons, and it is not possible for APDCL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this BID DOCUMENT. The assumptions, assessments, statements and information contained in this BID DOCUMENT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.
- C. Information provided in this BID DOCUMENT to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- D. APDCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID DOCUMENT or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way in this Bid stage.
- E. APDCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this BID DOCUMENT.
- F. APDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.
- G. The issue of this BID DOCUMENT does not imply that APDCL is bound to select a Bidder for the Project and APDCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by APDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Document Checklist

Sr.	Document	Attached? (Yes/ No)	For Official Use
1.	List of Consortium Members (as applicable) as per the format prescribed in Form 1		
2.	Bidder Information as per the format prescribed in Form 2		
3.	Project Implementation Plan as per format provided in Form 3		
4.	Curriculum Vitae of key personnel as per format provided in Form 4 and Form 5		
5.	Covering Letter for Submission of Bid by Sole Bidder / Lead Consortium Member as per format prescribed in Form 7		
6.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Form 8		
7.	Power of Attorney by each Consortium Member in favour of Lead Consortium Member as per format prescribed in Form 9		
8.	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 10		
9.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Form 11		
10.	<p>For Bidder Experience (Refer Clause 4.3.1. 1):</p> <ul style="list-style-type: none"> 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 13); b) Documentary evidence of completion of the Project or completion of Go-live status or operational status of the project (i.e. Go-live certificate, UAT testing certificate, Operational status certificate etc) or other documentary evidence indicating completion status or operational status along with contact details of the client. c) Client certificate and other documentation for implementation performance/ operation/BIS marking or any other requirements mentioned under 4.3.1.1. 		

	For Financial Strength (Refer Clause 4.3.1.2): Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members/ Sole Bidder for the respective Financial Years as per the format prescribed in Form 12		
11.	Bill of Quantities as per format provided in Form 14		
12.	Financial Bid as per format provided in Form 15		
13.	Data Requirement Sheet as per format provided in Form 16		
14.	Table of Compliance as per format provided in Form 17		
15.	Letter of Award as per the format prescribed in Form 19		
16.	Copy of this RFP with sign and official seal on every page		

Table of Contents

General Information	2
Tender Disclaimer	6
Document Checklist	7
1.1. Definitions	11
1.2. Abbreviations	14
2. Important Dates and Amounts	15
3. Introduction	16
3.1. Background	16
3.2. About APDCL and the AMI Project	16
3.3. About this Request for Proposal	18
4. Instruction to Bidders	19
4.1. General Instructions	19
4.2. General Terms for Bidding	21
4.3. Eligibility Criteria	21
4.3.1. Qualifying Requirement (QR)	22
4.3.2. General Eligibility Requirements	25
4.4. Cost of Bidding	27
4.5. Payment of Fees by Bidders	27
4.6. Bidders to Inform Itself Fully	28
4.7. Compliance	28
4.8. Study of APDCL's Existing Systems	29
4.9. Clarifications on the RFP	29
4.10. Pre-Bid Meeting	29
4.11. Amendments to RFP	30
4.12. Method of Submission of Bid	30
4.13. Bid Formats	30
4.14. Technical Bid	31
4.15. Financial Bid	32
4.16. Bid Submission Deadline	33
4.17. Bid Validity	33
5. Tender Evaluation Methodology	35
5.1. Overview Bid Evaluation Process	35
5.2. Opening of Technical Bids	35
5.3. Confidentiality	35
5.4. Clarification	36
5.5. Responsiveness of Technical Bid	36
5.6. Non-Conformities, Errors and Omissions	36
5.7. Evaluation of Technical Bid	37
5.8. Opening of Financial Bid	37
5.9. Award of Contract	37
Form 1: List of Consortium Members/ Sub-Contractor(s)	39
Form 2: Bidder Information	40

Form 3: Project Implementation Plan	41
Form 4: Bidder's Representative and Key Personnel	42
Form 5: Resume and Declaration	44
Form 6: Format for Sending Query to Utility	46
Form 7: Format of Covering Letter by Lead Consortium Member/ Sole Bidder for Submission of Bid	47
Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium	50
Form 9: Format of Power of Attorney by Consortium Member in favour of Lead Consortium Member	54
Form 10: Format of Power of Attorney by Lead Consortium Member / Sole Bidder authorizing an Individual Designated Representative for the Consortium	56
Form 11: Format of Letter of Consent by Consortium Member reviewing each element of the Bid	58
Form 12: Format of Summary of Audited Financial Statements	60
Form 13: Record of Similar Work Done	62
Form 14: Format of Bill of Quantities	70
Form 15: Format of Submission of Financial Bid (For Reference Only)	74
Form 16: Data Requirement Sheet	77
Form 17: Table of Compliance	89
Form 18: Format of Performance Security	90
Form 19: Format of Letter of Award	92

Definitions and Abbreviations

1.1. Definitions

1. “Affiliate”	:	“Affiliate” shall mean a company or AIF or Foreign Investment Fund that either directly or indirectly: <ol style="list-style-type: none"> 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. “Alternative Investment Fund” or “AIF”	:	“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. “ACI”	:	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. “AMISP Service Charge”	:	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. “AMISP Contract” or “Contract”	:	The Contract to be entered into between <i><the SPV, incorporated by the Selected Bidder></i> , Selected Bidder and the Utility for undertaking the Project;
6. “Bid”	:	The bid submitted by a Bidder(s) in response to this RFP;
7. “Bidder(s)”	:	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. “Bidding Consortium”	:	The Consortium of entities bidding for Project after executing Consortium Agreement as per the terms and conditions of this RFP;
9. “Bid Submission Deadline”	:	Shall have the meaning as ascribed thereto in Clause 4.16;
10. “Conflict of Interest”	:	Shall have the meaning as ascribed thereto in Clause 4.1.7;
11. “Consortium Member”	:	Any Member of the Bidding Consortium other than the Lead Consortium Member;

12. “Contractor”	:	Same as “AMISP”;
13. “Contract Value” or “Contract Price”	:	Shall have the meaning as ascribed thereto in Article 6.1 of the AMISP Contract;
14. “Financial Bid”	:	Shall have the meaning as ascribed thereto in Clause 4.15;
15. “Financial Year” or “FY”	:	Period starting from 1st April of a calendar year to 31st March of the consecutive calendar year;
16. “Foreign Investment Fund”	:	“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. “Foreign Jurisdiction”	:	“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. “Lead Consortium Member” or “Lead Bidder”	:	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. “Operational Go-live”	:	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. “Parent(s)”	:	“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. “Project”	:	APDCL’s AMI Project defined in Section 3;
22. “Request Proposal” or “RFP”	for or	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. “Service(s)” or “Related Service(s)”	:	Any Service(s) performed or to be performed as a part of the Project by the AMISP;
24. “Special Purpose Vehicle” or “SPV”	:	a company incorporated under Companies Act, 2013 for the purpose of executing the Project as set out in Clause 4.3.2.3;
25. “Sub-Contractor”	:	Subcontractor, including manufacturers (OEMs), 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. “Technical Bid”	:	Shall have the meaning as ascribed thereto in Clause 4.14;
27. “Tender”	:	Same as “RFP”;
28. “Tender Fee”	:	Shall mean the fees submitted with the RFP;
29. “Total meter- months of operating the AMI System after Operational Go- Live”	:	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.	AMI	Advanced Metering Infrastructure
2.	AMISP	Advanced Metering Infrastructure Service Provider
3.	BG	Bank Guarantee
4.	BoM	Bill of Material
5.	BoQ	Bill of Quantity
6.	C&I	Commercial and Industrial
7.	CMMI	Capability Maturity Model Integration
8.	CV	Curriculum Vitae
9.	DCU	Data Concentrator Unit
10.	DBFOOT	Design Build Finance Own Operate and Transfer
11.	FOR	Freight on Road
12.	GPRS	General Packet Radio Service
13.	GST	Goods and Services Tax
14.	HES	Head-End System
15.	IPR	Intellectual Property Rights
16.	ISO	International Organization for Standardization
17.	IT	Information Technology
18.	LAN	Local Area Network
19.	MDM	Meter Data Management
20.	NIC	Network Interface Controller
21.	NMS	Network Management System
22.	P&L	Profit & Loss
23.	PLC	Power Line Communication
24.	PO	Purchase Order
25.	PON	Power Outage Notification
26.	PRN	Power Restoration Notification
27.	QR	Qualification Requirement
28.	RF	Radio Frequency
29.	RFP	Request for Proposal
30.	SEBI	Securities and Exchange Board of India
31.	SI	System Integrator OR System Integration
32.	SLA	Service Level Agreement
33.	VoIP	Voice over Internet Protocol
34.	WAN	Wide Area Network
35.	WO	Work Order

2. Important Dates and Amounts

Important Dates and Amounts

a)	Tender download start date & time:	22.02.2021	16:00 Hours
b)	Date of pre-bid meeting:	08.03.2021	11:00 Hours
c)	Bid submission start date and time:	15.03.2021	10:00 Hours
d)	Last date of Bid Submission:	23.03.2021	14:00 Hours
e)	Bid opening date & time:	24.03.2021	14:00 Hours

Amounts for Bidding:

a)	Tender Processing Fee to be submitted online while submission of tenders in https://assamtenders.gov.in	Rs. 30000.00	Rupees Thirty Thousand Only
b)	EMD (Earnest Money Deposit) to be submitted online while submission of tenders in https://assamtenders.gov.in	Rs. 25,00,000.00	Rupees Twenty Five Lakhs only

3. Introduction

3.1. Background

APDCL 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/ post-paid mode in selected urban areas. AMISP shall be responsible to finance and implement the entire project. The AMISP shall also be responsible for its operations for **Total number of smart meters in scope X 90** meter-months of all meters and related infrastructure after Operational Go-Live of the AMI system. APDCL reserves the right to increase the meter-months as per requirements during the period of the contract. APDCL 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 licenses¹, and any data collected during the Project to the APDCL at the end of the Contract Period to facilitate seamless operation of Utility businesses.

The scope of work of the AMISP shall cover establishing end to end AMI in the selected AMI Project area. 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) Details of future IT/ OT applications are provided in section 3.2.

The AMI Project shall be transferred to APDCL 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 APDCL and the AMI Project

Assam Power Distribution Company Limited (APDCL) is a public limited company wholly owned by the Government of Assam. It was incorporated on the 23rd day of October’2009 and has been registered under Indian Companies Act’1956.

The primary purpose of the Company is to undertake distribution, trading and supply of electricity in the state of Assam in accordance with provisions of applicable law and all activities ancillary or appurtenant thereto. It has also the mandate to develop, maintain and operate the power distribution system in the state of Assam. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of 63 Lakhs.

¹ 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

Profile of Project area.

Count of consumers (phase-wise)

Circle	Sub-Division	No. of 1-Ph Consumers	No. of 3-Ph Consumers	Total urban consumers
Rangia	Rangia -I	8809	489	9298
N. Lakhimpur	Chilapathar	7622	180	7802
N. Lakhimpur	Dhemaji	7962	352	8314
N. Lakhimpur	N. Lakhimpur	15609	748	16357
N. Lakhimpur	Bihpuria	3413	86	3499
Barpeta	Barpeta Road	19268	889	20157
Barpeta	Barpeta	11915	431	12346
Barpeta	Pathsala	4487	207	4694
Kokrajhar	Bilasipara	9379	249	9628
Kokrajhar	Dhubri	13076	758	13834
Kokrajhar	Gauripur	5307	222	5529
Kokrajhar	Basugaon	2567	38	2605
Kokrajhar	Chapar	4848	62	4910
Kokrajhar	Gossaigaon	4180	118	4298
Kokrajhar	Sapatgram ESC	2690	28	2718
Tezpur	Chariali	1869	36	1905
Tezpur	Dhekiajuli-I	7429	3	7432
Tezpur	Tezpur-I	17505	1703	19208
Tezpur	Tezpur-II	3924	271	4195
Tezpur	Rangapara	5657	159	5816
GEC-II	Amingaon	9264	315	9579
GEC-II	Sualkuchi	6695	71	6766
GEC-II	Azara	232	176	408
Mangaldoi	Kharupetia	8142	325	8467
Mangaldoi	Mangaldoi	17202	500	17702
Mangaldoi	Tangla	6379	123	6502
Mangaldoi	Udalguri	5302	116	5418
Bongaigaon	Abhayapuri	6125	108	6233
Bongaigaon	Bijni	5131	89	5220
Bongaigaon	Bongaigaon -I	15866	932	16798
Bongaigaon	Lakhipur	4712	125	4837
Bongaigaon	Mankachar	4065	60	4125
Total		246631	9969	256600

Existing IT/OT systems and integration infrastructure

- a) APDCL Revenue Management System (ARMS): ARMS handles the MBC operations, Reconnection-Disconnection operations, CRM, Consumer Portal, Online Payment by consumers, MIS, Energy Audit operations
- b) SAP-ERP: APDCL's ERP system runs on SAP. Material Management, Project Systems, Human Capital Management and FICO modules have been implemented.
- c) Meter Data Acquisition System (MDAS) is operational for feeder and DTR meters of urban areas and all HT consumer meters across APDCL.
- d) GIS based asset mapping and consumer survey was carried out during implementation of R-APDRP-Part-A scheme in urban areas of APDCL.
- e) SCADA has been implemented in Guwahati city for 36 numbers of 33/11 kV Sub-Stations.

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;

3.3. About this Request for Proposal

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

This RFP provides the Bidder a brief introduction about the Project as well as APDCL. 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 APDCL'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 APDCL 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 16. The equipment supplied shall conform to all the requirements under all applicable laws including any order issued by the central government including Order No.9/16/2016-Trans-Part(2) dated 18 November 2020 and Order No. 11/05/2018-Coord. dated 17 September 2020 issued by Ministry of Power and Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 including any amendments or modifications to the same from time to time.

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 17.

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.

4.2.3. Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and APDCL 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, APDCL 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 APDCL, as applicable.

4.2.5. Bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of the APDCL and shall not be returned to the Bidders.

4.2.6. Failure by APDCL to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of APDCL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

4.2.7. APDCL 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) who are eligible to participate in tenders for public procurement in India in accordance with Applicable Laws including the guidelines issued in Order No. F/No.6/18/2019- PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

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.

A consortium ("Bidding Consortium") can be defined as association of two or more firms (maximum 5 (five)), jointly and severally bound to APDCL for the fulfilment of the provisions of the Contract, provided that one of the members of the consortium shall be nominated as being in-charge (the "Lead Member") with authority to bind the consortium and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the consortium members. The consortium shall be represented to APDCL by the Lead member. However, the Bidding Consortium can have maximum 5 (Five) members. The composition or the constitution of consortium shall not be altered without the prior consent of APDCL.

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. The sole/lead bidder/any of the consortium members in case of a consortium/the OEM of which the bidder is an authorized partner (as described point number 6 below), shall have manufactured and supplied minimum 50,000 (Fifty Thousand) nos. of Smart Meters for AMI with required hardware, software and other associated accessories in an Indian Power Distribution Utility in the last 7 (Seven) years (till one day previous to the date of publication of this BID DOCUMENT) and AMI for such project/(s) must have been operational for a minimum of 50000 (Fifty Thousand) smart meters till one day previous to the date of publication of this BID DOCUMENT) during the last 7 (Seven) years. The smart meters used in the projects mentioned above must be BIS-16444 marked.
2. The communication technology as well as the OEM of the communication infrastructure (OEM of NIC, Router/ Access Point/Gateway), proposed by the bidder, must have been part of an AMI project, operational for minimum 50000 (Fifty Thousand) nos. smart meters (BIS-16444 marked), in any of the Indian Power distribution utility till one day

previous to the date of publication of this BID DOCUMENT) during the last 7 (Seven) years

3. The Smart meter manufacturer must have been awarded at least one purchase order for a quantity of minimum of 100000 (One Lakh) smart meters (BIS-16444 marked) from Indian Power Distribution Utility or any other Indian Business Entity in the last 7 (Seven) years (till one day previous to the date of publication of this BID DOCUMENT).

The Smart Meter Manufacturer must have state of the art facility for meter manufacturing in India for at least 5 (Five) years ending on the date of tender in the spirit of Make in India initiative.

4. Sole/ Lead Bidder/ any other Consortium Member/ the OEM of which the bidder is an authorized partner (as described point number 6 below) must have experience of designing and developing head-end system (HES) and integrating the same with MDMS system on standard interfaces and data exchange models for at least 50000 BIS-16444 marked smart meters(in a single project) in an Indian power utility till one day previous to the date of publication of this BID DOCUMENT) during the last 7 (Seven) years.
5. Sole/ Lead Bidder/ any other Consortium Member/ the OEM of which the bidder is an authorized partner (as described point number 6 below) must have experience of designing and developing Meter Data Management System (MDMS) and integrating the same with Head End System as well as utility's IT system on standard interfaces and data exchange models for at least 50000 BIS-16444 marked smart meters (in a single project) in an Indian power utility till one day previous to the date of publication of this BID DOCUMENT) during the last 7 (Seven) years.
6. The bidder shall either be an OEM or an authorized implementation partner of OEMs in respect of products and/or services proposed in the bid and shall possess all the necessary authorizations of the OEM in order to supply, customize, implement and support their OEM solutions. In case, the bidder is not an OEM of the products and/or services proposed in the bid, then copy of an agreement between the OEM and the bidder guaranteeing back to back service and support to APDCL up to 90 (ninety) months from the date of operational acceptance of the project or transfer of the ownership of the entire system to APDCL, whichever is earlier, must be submitted along with the bid. In case of delay in implementation, the responsibility of extension of the above mentioned agreement with concerned OEMs lies with the selected bidder.
7. The OEM of communication infrastructure (OEM of NIC, Router/ Access Point/Gateway etc.), OEM of Head End System (HES) as well as the Smart Meter Manufacturer shall not be a member of more than one consortium.
8. The OEM of communication infrastructure (OEM of NIC, Router/ Access Point/Gateway etc.), OEM of Head End System (HES) as well as the Smart Meter Manufacturer shall not be an OEM partner of more than one bidder/consortium.
9. A copy of an agreement between the cloud service provider (to be used for hosting software applications like HES, MDMS etc.) and the bidder guaranteeing back to back service and support to APDCL up to 90 (Ninety) months from the date of operational

acceptance of the project or transfer of the ownership of the entire system to APDCL, whichever is earlier, must be submitted along with the bid. The agreement shall mention that the bidder and the Cloud Service Provider shall ensure uninterrupted data exchange between the concerned cloud based applications and APDCL's IT-OT systems up to 90 (ninety) months from the operational acceptance of the project or transfer of the ownership of the entire system to APDCL, whichever is earlier, and during this period APDCL's right on the concerned applications hosted in the Cloud Service Provider's facilities shall be co-extensive. In case of delay in implementation, the responsibility of extension of the above-mentioned agreement with concerned Cloud Service Provider or its authorized Managed Service Provider lies with the selected bidder.

10. The Bidder (any consortium members in case of a consortium) or the OEMs of which the bidder shall be an implementation partner as mentioned in point number 6 above shall be ISO 9001 OR minimum CMMI Level 3 certified. In addition, the Bidder (consortium members in case of a consortium) or the OEMs of which the bidder shall be an implementation partner as mentioned in point number 6 above shall also have ISO 27001: 2013, ISO 14001 and OHSAS 18001/ISO 45001 certifications in between them.
11. The Smart Meter manufacturer and the OEM of communication infrastructure proposed in the bid (OEM of NIC, Router/ Access Point/Gateway) who have pending unexecuted orders, from Indian Power Distribution Utility or any other Indian Business Entity, to the extent of four times or more of the tendered quantity of smart meters of this bid as on the date of publication of this tender, shall not be considered to be eligible for this bid.

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 etc. (as per the format prescribed in Form 13);
- b) Documentary evidence of completion of the Project or completion of Go-live status or operational status of the project (i.e. Go-live certificate, UAT testing certificate, Operational status certificate etc) or other documentary evidence indicating completion status or operational status along with contact details of the client.
- c) Client certificate and other documentation for implementation performance/ operation/BIS marking or any other requirements mentioned under 4.3.1.1.

4.3.1.2. Financial Requirements

1. Net Worth of all the consortium members (including the Lead Bidder) and/or the OEM of which the bidder is an authorized partner (as described in point number 6 under 4.3.1.1 above), for the audited financial years i.e. 2017-18, 2018-19 and 2019-20 (CA certified) shall be positive.
2. Minimum Average Annual Turnover (CA certified) of any three financial years within the last 6 (six) financial years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20) of the bidder shall be at least 100 Crores. In case of consortium bids and/or if the bidder is an authorized partner of an OEM (as described in point number 6 under 4.3.1.1 above) , combined turnover of the bidders/all the consortium partners and the concerned OEMs shall be as mentioned above subject to the condition that minimum 40% of the total turnover requirement shall be met by Lead Bidder and minimum 25%

of the total turnover requirement shall be met by each consortium partner and/or the OEMs of which the bidder is an authorized partner (as described in point number 6 under 4.3.1.1 above)

[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.]

4.3.1.2.1 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 12

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 September, 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 8 (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 APDCL 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 APDCL 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/OEM partners 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 APDCL, provided, the Subcontractor engaged are not blacklisted/ barred by any Government organization or regulatory agencies or Government undertaking. The Sole Bidder / Lead Consortium Member as well as any member of the Consortium shall only engage such sub-contractor(s)/OEM partners who satisfy the eligibility requirement in terms of applicable laws including the guidelines issued vide Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 and as amended from time to time.
- 4.3.2.7. The Lead Consortium Member/ Sole Bidder shall submit the Bid to APDCL 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 8, Form 9 and Form 11. 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)/OEM partners 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 7.
- 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.
- 4.3.2.12. Any direct and/ or indirect change in shareholding/ management of AMISP shall require prior approval of the Utility. AMISP undertakes that any change in

shareholding shall be in compliance with applicable laws including but not limited to the guidelines issued vide Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 and rules for foreign direct investment in India; and the AMISP Contract.

- 4.3.2.13. The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

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 APDCL 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 processing fees and EMD shall be paid online during submission of bid via <https://assamtenders.gov.in>
- 4.5.2. Any Bid not accompanied by a substantially responsive EMD shall be rejected by APDCL as non-responsive
- 4.5.3. Deposition of Fees by the bidders as Bid document cost or EMD may be subject to any procedural changes in the bidding portal. In case of any such developments, the same will be communicated by APDCL in the bidding portal as well as APDCL portal.
- 4.5.4. 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 APDCL issues the Letter of Award;
 - v. is involved in incidents of manipulation of rates either by cartelization or otherwise.
- 4.5.5. The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the Bidders.
- 4.5.6. No interest shall be paid to the Bidder on any amount submitted to APDCL, 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 APDCL'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, APDCL reserves the right to verify the authenticity of the documents submitted for meeting the eligibility criteria and may request for any additional information/ documents. APDCL 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 7 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 APDCL 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 APDCL shall communicate directly to the contact person appointed through the Power of Attorney as per Form 10.

4.8. Study of APDCL's Existing Systems

- 4.8.1. 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 APDCL, by the APDCL 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 APDCL 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 (no.rapdrp.partb@gmail.com) to reach APDCL no later than [3 (three)] working days prior to the pre-bid meeting.
- 4.9.2. APDCL 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. APDCL 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 APDCL Headquarters, Bijulee Bhawan, Paltanbazar, Guwahati-781001.
- 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 APDCL in writing, to reach APDCL not later than one week before the meeting in the format given in Form 6. 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. 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, APDCL, 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 APDCL 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. APDCL 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 APDCL 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, APDCL 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 www.assamtenders.gov.in 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.

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)/OEM partners (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 9. All submissions and representations by the Lead Member shall be deemed to be on-behalf of the entire consortium and shall be binding all the members of the Consortium.
- 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 9.
- 4.14.5. The Lead Consortium Member/ Sole Bidder shall designate one person to represent the Bidding Consortium/ Bidder in its dealings with APDCL. The person designated by the Lead Consortium Member/ Sole Bidder (registered Company) shall be authorized through a Power of Attorney as per Form 10 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 11 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 5.
- 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 APDCL, 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 14 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. The Bidder shall also indicate the country of origin of each equipment in Form 14. For supply of equipment/ material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than 5 years in accordance with Order No. 11/05/2018-Coord. dated 17 September 2020 issued by the Ministry of Power including any amendments or modifications to the same from time to time.

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 and 5.

4.14.13. Any removal/ change/ replacement of Key Personnel (as provided in Form 4 and 5) shall be notified to APDCL 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 15. 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 15.

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'.

At the time of award, APDCL reserves the right to award the project either in the hybrid model or the complete OPEX model.

In case of award of the project in hybrid model, APDCL shall pay a lump-sum amount per smart meter to the AMISP as per terms and conditions mentioned in article 6 of the AMISP contract. In case of hybrid model, the per meter per month AMISP service charges shall be calculated after deducting Rs. 15.00 (exclusive of taxes), per thousand rupees lump-sum amount paid to the AMISP by APDCL as mentioned above, from the quoted price by the bidder (exclusive of taxes) for single phase and three phase smart meters.

4.15.4. Unit prices (exclusive of all taxes/ duties/ levies/ cess etc.) (as provided in Form 15 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 APDCL.

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 14) and Financial Bid (as provided in Form 15), 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 no later than the Bid Submission Deadline indicated in Section 2 of this RFP.

4.16.2. Any Bid received by APDCL after the Bid Submission Deadline prescribed by APDCL will be rejected.

4.16.3. APDCL 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 APDCL 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. 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 APDCL.
- 4.17.3. In exceptional circumstance, APDCL 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 under applicable laws and this tender, 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 APDCL 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 16

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 APDCL Headquarters, Bijulee Bhawan, Paltanbazar, Guwahati-781001

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 APDCL to the Bidders.

APDCL 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 APDCL 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 APDCL 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, APDCL 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 APDCL shall not be considered. APDCL's request for clarification and the response shall be in writing. No change in the prices shall be sought, offered, or permitted by APDCL in the evaluation of the Financial Bids.

5.5. Responsiveness of Technical Bid

APDCL'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, APDCL may waive any non-conformity or omission in the Bid, if the same is not material to the evaluation of the Bid.

APDCL 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, APDCL 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 APDCL 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, APDCL 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 17. 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, APDCL 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 as decided by APDCL at Bijulee Bhawan, Paltanbazar, Guwahati-781001.

Before opening of price bid, Proof of concept (PoC) has to be demonstrated by the bidder through AMI connectivity of the smart meters with the HES proposed in the bid via communication architecture proposed in the bid. The PoC shall be done at Bijulee Bhawan (APDCL Headquarters), Guwahati. During the PoC, APDCL shall check Connect / Disconnect and On-Demand Instantaneous Data transfer in respect of the smart meters, the communication infrastructure and HES proposed by the bidder. The offer of the bidder, whose PoC is unsuccessful, shall be rejected.

The successful Qualifying Bidder with the lowest total quoted prices (inclusive of all taxes) i.e. the L1 bidder shall be the Successful Bidder.

APDCL reserves the right to award the contract in phased manner, in respect of quantity of smart meters, depending on administrative approval, availability of fund etc.

5.9. Award of Contract

APDCL shall present the Letter of Award (as per the format prescribed in Form 19) to the Successful Bidder and invite the Performance Security in order to sign the AMISP Contract to implement the Project.

At the time of awarding the contract or even during implementation phase, APDCL reserves the right to change the project area and the Scope of Work (including quantity of smart meters) as per APDCL's requirements, at the discovered price and as per other terms and conditions of the BID DOCUMENT and the Bid. APDCL reserves the right to award the contract in phased manner, in respect of quantity of smart meters, depending on administrative approval, availability of fund etc.

Prior to the expiry of the period of Bid validity, APDCL 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 APDCL, the successful Bidder shall furnish the initial Performance Security, using for that purpose the format of Performance Security given in Form 18. Immediately upon furnishing of Performance Security, AMISP may request APDCL 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 APDCL may award the AMISP Contract to the next lowest Bidder.

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

[The Bidder shall identify below the Consortium Members/ Sub-contractor(s)/OEM partner for major Project items. For sub-contractor Agreement for back to back support to APDCL must be provided as stipulated in this RFP .]

Major Project Item	Proposed Consortium Member / Sub-Contractor(s)/OEM partners	Nationality
Meter Manufacturer		
Communication Provider		
System Integrator		
MDM Provider		
HES Provider		
Cloud Service Provider		
[Other]		

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 APDCL 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 APDCL 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.]

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

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form 5: Resume and Declaration

Name of Bidder:

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

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

Project	Role	Duration of involvement	Relevant experience
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<i>[main project details]</i>	<i>[role responsibilities and 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:

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

[Query may be sent in hard copy to the Chief General Manager (PP&D), at the below-mentioned via email to no.rapdrp.partb@gmail.com

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

Chief General Manager (PP&D)

Bijulee Bhawan, Paltanbazar, Guwahati-781001

Sub: Query.

Ref: [NIT No.]

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 7: 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:

Chief General Manager (PP&D),
APDCL

Sub: Bid for Appointment of AMISP for Smart 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 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 APDCL, as amended. In token of our acceptance to the RFP, the same have been initialed 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. 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.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by APDCL 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.

5. 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.

6. 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.
7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from APDCL.
8. 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.
9. 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.
10. 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.
11. 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.

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

13. We are registered/ exempt from registering in accordance with applicable laws [Evidence of valid registration by the Competent Authority shall be attached if applicable]

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 8: 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 APDCL.

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 APDCL, 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:

S.No	Party	Proposed Shareholding
1.	Lead Consortium Members	(Not Less than 51%)
2.	Party 1	(Not Less than 10%)
3.	Party 2	(Not Less than 10%)
4.	Party 3	(Not Less than 10%)
5.	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 Guwahati 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 APDCL 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 APDCL.

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. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Consortium.

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.

13. 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.

14. 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 APDCL.

15. 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 APDCL.

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.2. Witness 2

N.1. Witness 1

[Signature of Witness 1]
.....
Name:
Designation:

[Signature of Witness 1]
.....
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 9: 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 APDCL has issued for Tender No. [Tender Details] (the “RFP”) dated [Date] for inviting Bids in respect of Appointment of AMISP for Smart 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 APDCL 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 APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL named in the RFP, and providing information / responses to APDCL, representing us and the Consortium in all matters before APDCL named in the RFP, and generally dealing with APDCL 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 10: 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 Metering on DBFOOT basis (the "Project") issued by APDCL, 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 APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL 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....._

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 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:
Chief General Manager (PP&D),
APDCL

Sub: Bid for Appointment of AMISP for Smart 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 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 12: Format of Summary of Audited Financial Statements

< This form needs to be submitted by sole bidder and all consortium members and/or the OEM partners.>

[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:
The Chief General Manager (PP&D)
APDCL

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)	Turn over (In Indian Rupees)
1.	2014-15		
2.	2015-16		
3.	2016-17		
4.	2017-18		
5.	2018-19		
6.	2019-20		

The above Net worth and turn over are arrived from our Audit Reports for the above mentioned 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]

Form 13: Record of Similar Work Done

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

Please note the following:

3. All relevant certificates attached shall be in client’s official letterhead.
4. The work completion/execution/operational status certificate shall include the following details among others
 - (i) Name of Bidder/Consortium Member/OEM Partner
 - (ii) Work order No, Date, work order value as well as project area
 - (iii) Scheduled Date of completion as per work order.
 - (iv) Actual date of completion of work (if work completed)
 - (v) No. of consumer smart meters under scope
 - (vi) No of consumer smart meters installed
 - (vii) No of consumer smart meters for which end to end AMI has been operational
 - (viii) No of consumer smart meters still pending to be installed
 - (ix) Smart meter manufacturer name
 - (x) Are the smart meters BIS 16444 marked ? (YES/NO)
 - (xi) The type of communication technology used.
 - (xii) The OEM name of the communication infrastructure used (OEM of NIC, Router/ Access Point/Gateway)

Form 14: 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
1.	Meters (including Communication module/NIC card)		
1.1.	Single phase whole current Smart Meter	Nos.	
1.2.	Three Phase whole current Smart Meter	Nos.	
1.3.	....	
	Sub Total 1		
2.	Mandatory Spares		
2.1.	X% of Subtotal 1	Lot	
2.2.	....	
..	..		
	Sub Total 2		
3.	Installation & Commissioning		
3.1.	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
3.2.	Meter Boxes	Nos	
..	..		
	Sub Total 3		
4.	Other Requirement		
4.1.	Any other product/ services, if required, along with details.	Nos./ Lot/ Job	
	Sub Total 4		
5.	Communications Hardware		
5.1.	NIC/ Communication Module (price to be quoted only for sourcing additional quantity if required.	Nos.	
5.2.	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
1.	Application Software		
1.1.	Meter Data Acquisition Software (MDAS)/Head End System (HES)	Lot	
1.2.	Meter data management (MDM)	Lot	
1.3.	....	
..	..		
	Sub Total 1		
2.	Data Archiving Software		
2.1.	Data Archiving and SAN management software	Lot	
2.2.	....	
..	..		
	Sub Total 2		
3.	Network Management Software		
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		
4.	Installation & Commissioning		
4.1.	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
4.2.	....	
..	..		
	Sub Total 4		
5.	Other Requirement		
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
1.	Hardware for Network Operation cum Monitoring Centre		
1.1.	Workstation consoles	Set	
1.2.	Firewall		
1.3.	Router		
..	..		
	Sub Total 1		
2.	Mandatory Spares		
2.1.	X% of Subtotal 1	Lot	
2.2.	....	
..	..		
	Sub Total 2		
3.	Installation & Commissioning		
3.1.	Supply, Installation, Commissioning & Testing & Integration with Existing System (if any)	Job	
3.2.	....	
..	..		
	Sub Total 3		
4.	Other Requirement		
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
1.	Training at Site		
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.	....	
..	..		
	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
1.	Operation and Maintenance		
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.	Infrastructure for Recharge		
1.1	Retail distribution centres	Nos./ Job	
1.2	Workstation Consoles	Nos.	
1.3	Computer System	Nos.	
..	..		
	Sub Total 1		

Form 15: 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:

Chief General Manager (PP&D)

APDCL

Sub: Financial Bid for Appointment of AMISP for Smart 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 APDCL'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 APDCL 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.

Table : Bill of Materials and Services for Smart Meters

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)
1.	Meters (each with related hardware, software and equipment)					
1.1.	Single phase whole current Smart Meter					
1.2.	Three Phase whole current Smart Meter					
	Total					

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

Form 16: 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	
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 2. Scroll with Push Button</p> <p>The display parameters shall be:</p> <ul style="list-style-type: none"> • Auto Scroll • Display Check • Date and Time • Last Recharge Amount • Last Recharge Time • Current Balance Amount • Current Balance Days Left • Cumulative Active Energy kWhwith legend. • Current calendar month MD in kWwith legend. • Instantaneous voltage • Instantaneous Phase current • Instantaneous Load kW • Instantaneous average Power Factor <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"> • All Parameters mentioned under Auto-Scroll mode should be displayed. Additionally, the following Parameters shall also be displayed: • Internal diagnostics (display check) • Meter Serial No. • Last month cumulative kWh with legends • Last month MD in kW with legends • Current month Average Power Factor • Last month Average Power Factor <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 condition in case the push button is not operated for more than 10 minutes</p>	

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	
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	
24.	Tamper/ Event Recording	As per IS 15959 Part-2	
25.	Measuring Elements	As per Is 16444 Part 1	

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

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
40.	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> <ul style="list-style-type: none"> • Auto Scroll • Scroll with Push Button <p>The display parameters shall be:</p> <ul style="list-style-type: none"> • Auto Scroll <ul style="list-style-type: none"> • Display Check • Date and Time • Last Recharge Amount • Last Recharge Time • Current Balance Amount • Current Balance Time • Cumulative Active Energy kWh with legend. • Cumulative Active Energy kVAh with legend. • Current month MD in kW with legend. • Current month average Power Factor • Instantaneous voltage VRN • Instantaneous voltage VYN • Instantaneous voltage VBN • Instantaneous current IR • Instantaneous current IY • Instantaneous current IB • Instantaneous current IN • Instantaneous Load kW and kVA • Instantaneous average Power Factor <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"> • Scroll with Push-button <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"> • Internal diagnostics (display check) • Meter Serial No • Cumulative Energy in kVAh Lag/ Lead with legend • Cumulative Active Energy kWh ToD wise with legends. • Cumulative Apparent Energy kVAh ToD wise with legends. 	

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> • Current month MD in kVAh with legends • Last month cumulative kWh with legends • Last month cumulative kVAh with legends • Last month MD in kW with legends • Last month Average Power Factor <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>	

Routers for RF Mesh Network (If Applicable)

S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
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1.	General Requirements	<ul style="list-style-type: none"> • The communication network shall have dynamic & 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. • It shall support IPv6 network addressing. • Each node shall keep a track of best available nearby nodes. • The communication network equipment shall use Unlicensed or Licensed frequency band as permitted by WPC/Statutory Bodies in India. • 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. • It shall support remote firmware upgrading as per IS 16444 • It shall be secure enough to avoid all cyber threats such as DDoS, spoofing, malwares etc. • The communication network shall ensure secure communication of data to HES. 	
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S. No.	Description of the Features	Minimum Requirement of Features	As per Bidder Offering
		<ul style="list-style-type: none"> • 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. • 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. • The list of standards followed in all the devices/equipment used in communication network shall be furnished 	

Access Points for Communication Networks (if Applicable)

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

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"> • Access point shall facilitate recording of: <ul style="list-style-type: none"> ○ No of packet failures ○ Retry attempts ○ Missed periodic reading ○ Failure to connect ○ Tamper events • 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. • Access point shall support remote firmware upgrades as well as remote configuration from the Network Operation cum Monitoring Center. 	

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

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

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Workstation Consoles <Refer Schedule F of AMISP Contract 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 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 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 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 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 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 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 shall be duplicated in the table below>

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

Form 17: 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 17

. 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 APDCL will assess the merits of each alternative and exception and will be the sole judge as to their acceptance.

Form 18: 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:

Chief General Manager (PP&D)
APDCL

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 APDCL (hereinafter, the "Beneficiary") for Appointment of AMI Service Provider for Implementation of AMI Project in post-paid as well as 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:

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 having a branch in Guwahati.

Form 19: Format of Letter of Award

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

REF: - 1. Request for Proposal for selection of AMISP dated [•] (“RFP”) and all related

corrigendum and clarifications

- 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 and all related corrigendum and clarifications. 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 Chief General Manager (PP&D), APDCL 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 APDCL]

Reference No. Bank Guarantee No. Dated: