Date: 6.12.2023

Amendment No. 1

to

Request for Empanelment

for

Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for Implementation of Smart Prepaid Metering under RDSS Scheme

Sl.	Reference Clause	Existing Provision as per RfE	Amended Provision
1.	Chapter 1, Clause	Application Fee shall mean the fee mentioned in Clause 0	Application Fee shall mean the fee mentioned in Clause 0 3.2.1
2.	1.1.1	Empanelment Period shall mean the period provided in Clause 0	Empanelment Period shall mean the period provided in Clause 9 2.2.2
3.		Estimated Project Cost shall have the meaning as ascribed to in Clause 0	Estimated Project Cost shall have the meaning as ascribed to in Clause 9 2.3.5
4.		Group shall have the meaning as ascribed to in Clause 0	Group shall have the meaning as ascribed to in Clause 0 2.2.5
5.		RFP shall mean the Request for Proposal that would be issued by PFCC after conclusion of the RFE stage as per Clause 0 of this document	RFP shall mean the Request for Proposal that would be issued by PFCCL after conclusion of the RFE stage as per Clause 0 2.4 of this document
6.		Technical Proposal shall have the meaning as ascribed to in Clause 0	Technical Proposal shall have the meaning as ascribed to in Clause 0 2.3.3
7.	Chapter 2, Clause 2.2.4	Key changes compared to provision of SBD is provided in Chapter 2 of this RFE. In case of any conflict between the provisions of this RFE an SBD, the provisions of this RFE will prevail	
8.	Chapter 2, Clause 2.2.3	Appointment of AMISP by PFCCL: PFCCL will select AMISPs from amongst the empanelled AMISPs based on the RFP process carried out a per Clause 0 of this RFE from time to time for prospective projects to b taken up by PFCCL as PIA under each Group	s empanelled AMISPs based on the RFP process carried out as per Clause 0 2.4 of this
9.	Chapter 2, Clause	Bidders will be empanelled in different groups as per the following:	Bidders will be empanelled in different groups as per the following:
	2.2.5	GroupRegionProject Size (by volume of Smart Meters)N1Norther Region (Chandigarh, Delhi, Haryana, Punjab, Rajasthan, Uttar0 to 5 LakhsN2Haryana, Punjab, Rajasthan, Uttar5 to 10 LakhsN3Pradesh)> 10 LakhsW1Western Region (Chhattisgarh, Maharashtra, Dadra & Nagar Haveli and Daman & Diu, Goa)0 to 5 LakhsW3Maharashtra, Dadra & Nagar Haveli and Daman & Diu, Goa)> 10 LakhsS1Southern Region (Andhra Pradesh, S20 to 5 LakhsS2Telangana, Karnataka, Kerala, Tamil S35 to 10 LakhsS3Nadu, Puducherry)> 10 LakhsE1Eastern Region (Bihar, DVC, Jharkhand, Odisha, West Bengal)0 to 5 LakhsSPNER1North-Eastern Region (Arunachal SPNER30 to 2 LakhsSPNER3Meghalaya, Mizoram, Nagaland, Tripura, Sikkim)> 5 LakhsSPOTH1Jammu & Kashmir, Ladakh, Andaman & Nicobar Islands and Lakshadweep> 5 LakhsSPOTH3Andaman & Nicobar Islands and Lakshadweep> 5 Lakhs	GroupRegionProject Size (by volume of Smart Meters)N1Norther Region (Haryana, Punjab, Rajasthan, Uttar Pradesh)0 to 5 LakhsN3Uttar Pradesh)5 to 10 LakhsW1Western Region (Chhattisgarh, Gujarat, Madhya Pradesh, Maharashtra, Goa)0 to 5 LakhsW2Madhya Pradesh, Maharashtra, Goa)0 to 5 LakhsS1Southern Region (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu,)0 to 5 LakhsS3Southern Region (Bihar, DVC, Jharkhand, Odisha, West Bengal)0 to 5 LakhsSPNER1North-Eastern Region (Arunachal Pradesh, SPNER2 Assam, Manipur, Meghalaya, Mizoram, SPOTH10 to 2 LakhsSPOTH1Imachal Pradesh, Uttarakhand SPOTH20 to 2 LakhsSPUTJammu & Kashmir, Ladakh, Andaman & Nicobar Islands and Lakshadweep0 to 5 LakhsOt o 5 Lakhs0 to 5 LakhsOt o 5 Lakhs0 to 5 LakhsSPUTJammu & Kashmir, Ladakh, Andaman & Nicobar Islands and Lakshadweep0 to 5 Lakhs

Amendment in Provisions of Request for Empanelment (RfE) Document

Sl.	Reference Clause	Existing Provision as per RfE	Amended Provision
10.	Chapter 2, Clause 2.3.3	Each Applicant shall submit only one (1) Technical Proposal mentioning the Group(s) that they are applying for, along with an Application Fee of INR One Lakh (INR 1,00,000) plus GST (as per applicable rate). An Application shall be summarily rejected if it is not accompanied with the Application Fee. The Technical Proposal shall demonstrate qualification for the Group having highest Estimated Project Cost amongst the Group(s) an Applicant is applying for.	Each Applicant shall submit a Technical Proposal mentioning the Group(s) that they are applying for, along with an Application Fee of INR One Lakh (INR 1,00,000) plus GST (as per applicable rate) per application. An Application shall be summarily rejected if it is not accompanied with the Application Fee. The Technical Proposal shall demonstrate qualification for the Group having highest Estimated Project Cost amongst the Group(s) an Applicant is applying for to ensure that the Applicant meet the criteria(s) provided in the SBD for all the Group(s) it is applying for.
11.	Chapter 2, Clause 2.3.5	The estimated project cost for various Groups for the purpose of evaluation of Qualification Requirements and other provisions of the SBD shall be as follows: GroupEstimated Project Cost (INR Cr) SPNER1, SPOTH1200 (considering 2 lakh nodes)N1, W1, S1, E1, SPNER1, SPOTH1450 (considering 5 lakh nodes)N2, W2, S2, E2, SPNER2, SPOTH2875 (considering 10 lakh nodes)N3, W3, S3, E3, SPNER3, SPOTH31700 (considering 20 lakh nodes)	The estimated project cost for various Groups for the purpose of evaluation of Qualification Requirements and other provisions of the SBD shall be as follows:GroupEstimated Project Cost (INR Cr)SPNER1, SPOTH1200 (considering 2 lakh nodes)N1, W1, S1, E1, SPNER2, SPOTH2, UT, SPUT450 (considering 5 lakh nodes)N2, W2, S2, E2, SPNER3, SPOTH3875 (considering 10 lakh nodes)N3, W3, S3, E3, SPNER3, SPOTH31700 (considering 20 lakh nodes)
12.	Chapter 2, Clause 2.3.7	Gross Budgetary Support (GBS) under RDSS Guidelines needs to be factored in by the Applicant while submitting the Financial Proposal during the RFE stage as per the following: Group GBS Category N1, W1, S1, E1, N2, N2, W2, S2, E2, N3, W3, S3, E3 Other than Special Category States SPNER1, SPNER2, SPNER3, SPOTH1, SPOTH2, SPOTH3 Special Category States	Gross Budgetary Support (GBS) under RDSS Guidelines needs to be factored in by the Applicant while submitting the Financial Proposal during the RFE stage as per the following: Group GBS Category N1, W1, S1, E1, N2, N2, W2, S2, E2, N3, W3, S3, E3, UT Other than Special Category States SPNER1, SPNER2, SPNER3, SPOTH1, SPOTH2, SPOTH3, SPUT Special Category States
13.	Chapter 2, Clause 2.4.2	Empanelled Applicants (hereinafter referred as "Bidder") under the applicable Group shall be required to submit their financial bids as and when invited by PFCCL along with any additional Bid Security as per the terms of the SBD. Non submission of financial bids by empanelled Applicants shall lead to invocation of Bid Security by PFCCL.	Empanelled Applicants (hereinafter referred as "Bidder") under the applicable Group shall be required to submit their financial bids as and when invited by PFCCL along with any additional Bid Security as per the terms of the SBD. Non submission of financial bids by empanelled Applicants shall lead to invocation of Bid Security by PFCCL. Further, in case of forfeiture of Bid Security, the Applicant shall be required to replenish the same within 15 (fifteen) days to be eligible for participation in bid for other Group(s) for which the Applicant has been empanelled at the RfE stage. However, such forfeiture of Bid Security shall not be applicable in case the bid invited is for less than 1,00,000 meters at the RFP stage.
14.	Chapter 2, Clause 2.4.7	 Ceiling Rate Empaneled Rate (INR/ meter/ = (INR/ meter/ month) month + (Additional Payout by PFCCL in INR/ meter)	 Ceiling Rate (INR/ meter/ month) = Empaneled Rate (INR/ meter/ month = Empaneled Rate) (INR/ meter)
15.	Chapter 3, Clause 3.1.1	The vendor details provided above shall not be changed during Empanelment Period. However, in exceptional circumstances, Applicant may replace their vendor(s) with prior approval of PFCCL, provided the	

SI.	Reference Clause	Existing Provision as per RfE	Amended Provision
		 new vendor meets all the Qualification Requirements mentioned in this RFE. Accordingly, in addition to the requirements above, the various solution / component providers should also separately meet the following requirements as on date of application submission or as on date of replacement of solution/ component provider post empanelment or award of contract, subject to necessary approval in writing from the PFCCL. Each of the solution / component providers shall sign an agreement with the sole/ lead applicant, provided the solution/ component provider is not the sole/ lead applicant, in the format as specified in Form 23 of section 4 of the SBD, clearly mentioning: a) their intent to comply with the terms and conditions of the AMISP Contract in the event the solution/ component provider is selected to undertake the Project b) their willingness to work with the said sole/ lead applicant; and their proposed roles and responsibilities. 	 vendor(s) with prior approval of PFCCL, provided the new vendor meets all the Qualification Requirements mentioned in this RFE. Accordingly, in addition to the requirements above, the various solution / component providers should also separately meet the following requirements as on date of application submission or as on date of replacement of solution/ component provider post empanelment or award of contract, subject to necessary approval in writing from the PFCCL/Utility. Each of the solution / component providers shall sign an agreement with the sole/ lead applicant, provided the solution/ component provider is not the sole/ lead applicant, in the format as specified in Form 23 of section 4 of the SBD, clearly mentioning: a) their intent to comply with the terms and conditions of the AMISP Contract in the event the solution/ component provider is selected to undertake the Project b) their willingness to work with the said sole/ lead applicant; and their proposed roles and responsibilities.
16.	Chapter 3, Clause 3.2.1 (B) (S.No.1)	Application Fee shall be made in the form of A/C payee demand draft in favour of PFC Consulting Ltd. or RTGS payable at New Delhi drawn on any Scheduled Commercial Bank.	Application Fee shall be made in the form of A/C payee demand draft in favour of PFC Consulting Ltd. or RTGS payable at New Delhi drawn on any Scheduled Commercial Bank. The Bank details of PFCCL are as follows: ICICI Bank A/c No. : 000705036117 IFSC Code: ICIC0000007 9A, Phelps Building, Connaught Place, New Delhi-110001
17.	Chapter 3, Clause 3.2.1 (B) (S.No.4)	Application Fee and Bid Security are non-refundable	Application Fee shall be non-refundable and Bid Security are shall be non-refundable
18.	Chapter 3, Clause 3.3.1	12.3(a) Banks by whom Bank Guarantee is required to be issued: Any Commercial Bank	12.3(a) Banks by whom Bank Guarantee is required to be issued: Any Commercial Bank
		12.3(a) Not Applicable	12.3(b) 12.3(a) Not Applicable
19.		16.4 As per Clause 0 of this RFE	16.4 As per Clause 0 2.3.7 of this RFE
20.	Chapter 3, Clause 3.2.1	DateTimea)Commencement of downloading of this RFE9.11.202310:00 hrsb)Pre-Empanelment meeting23.11.202311:00 hrsc)Last date for submitting the Application8.12.202315:00 hrsd)Date of Opening of Technical Proposal8.12.202315:30 hrse)Opening of Financial ProposalTo be intimated later	DateTimea)Commencement of downloading of this RFE9.11.202310:00 hrsb)Pre-Empanelment meeting23.11.202311:00 hrsc)Last date for submitting the Application22.12.202315:00 hrsd)Date of Opening of Technical Proposal22.12.202315:30 hrse)Opening of Financial ProposalTo be intimated later

SI.	Reference Clause	Existing Provision as per SBD	Amended Provision
1.	Section 3. Clause 29.2	The Utility shall, as a condition precedent to the award of the contract to the selected bidder, establish a Direct Debit Facility as mentioned in GCC Clause 5.2	The Utility PFCCL shall, as a condition precedent to the award of the contract to the selected bidder and after establishment of a Direct Debit Facility by the Utility in favour of PFCCL , establish a Direct Debit Facility as mentioned in GCC Clause 5.2
2.	Section 6. Clause 8.1 (a)	Professional Training - This is the training for the core group of implementation team of the Utility. This team will comprise of members from all the Business Functions and IT sections. Each member would be trained in the relevant function/ module. This Training would be required to be given to approximately [X] personnel. It is the responsibility of AMISP to deliver this training. Standard curriculum designed and agreed by the Utility for hardware, software and network preferably shall be arranged by the AMISP for each group. The Utility will prefer if a portion of the training is conducted on-site.	Professional Training - This is the training for the core group of implementation team of the Utility. This team will comprise of members from all the Business Functions and IT sections. Each member would be trained in the relevant function/module. This Training would be required to be given to approximately identified personnel of Utility and PFCCL at least 2 times a year during first 3 years. It is the responsibility of AMISP to deliver this training. Standard curriculum designed and agreed by the Utility for hardware, software and network preferably shall be arranged by the AMISP for each group. The Utility will prefer if a portion of the training is conducted on-site.
3.	Section 7. Clause 5.2.6	AMISP will raise and deliver the invoice and the Deliverables mentioned above to the Utility for the monthly payments (excluding lumpsum payment against Auxiliary LT items) within first 5 (five) working days of every month. AMISP shall also raise a supplementary invoice for the agreed amount towards software change requests/new requirements completed in the previous month, in accordance with Article 14.2 of this Contract. Utility will review the AMISP invoice raised by the AMISP and the Deliverables including the SLA performance report, in accordance with Article 8, within 5 (five) working days from the invoice and SLA performance report delivered by the AMISP. Utility may dispute the amount payable and shall pay the undisputed amount of the payment due via direct debit facility (as specified in Article 5.2.7) from the 11th (Eleventh) working day of every month till the 10th (tenth) working day of succeeding month. The disputed amount, (related to actual number of meters installed, integrated and operationalized, penalty imposed due to non-compliance of SLAs, and liquidated damages), shall be dealt as per Article 13 of this Contract	AMISP will raise and deliver the invoice and the Deliverables mentioned above to the Utility PFCCL for the monthly payments (excluding lumpsum payment against Auxiliary LT items) within first 5 (five) working days of every month. AMISP shall also raise a supplementary invoice for the agreed amount towards software change requests/new requirements completed in the previous month, in accordance with Article 14.2 of this Contract. Utility PFCCL will review the AMISP invoice raised by the AMISP and the Deliverables including the SLA performance report, in accordance with Article 8, within 5 (five) 15 (fifteen) working days from the invoice and SLA performance report delivered by the AMISP. Utility PFCCL may dispute the amount payable and shall pay the undisputed amount of the payment due via direct debit facility (as specified in Article 5.2.7) from the 11 th (Eleventh) 21 st (Twenty First) working day of every month till the 10 th (tenth) 20 th (Twentieth) working day of succeeding month. The disputed amount, (related to actual number of meters installed, integrated and operationalized, penalty imposed due to non-compliance of SLAs, and liquidated damages), shall be dealt as per Article 13 of this Contract
4.	Section 7. Clause 5.2.7	The Utility shall, as a condition precedent to the award of the contract to the selected bidder, establish a Direct Debit Facility for the entire online consumer payments to ensure recovery of the amount due to be paid to the AMISP including amount due to be paid towards supplementary invoice. In this regard, the Utility shall create a separate facility compatible with all online payment options such as Net Banking, Credit/ Debit Card, Mobile Wallets, UPIs, etc. This facility shall be configurable for direct debit of 100% (hundred percent) of the monthly payment due to the AMISP from all recharges and bill payments by Consumers. For	The Utility PFCCL shall, as a condition precedent to the award of the contract to the selected bidder and after establishment of a Direct Debit Facility by the Utility in favour of PFCCL, establish a Direct Debit Facility for the entire online consumer payments received from the Utility to ensure recovery of the amount due to be paid to the AMISP including amount due to be paid towards supplementary invoice. In this regard, the Utility PFCCL shall create a separate facility compatible with all online payment options such as Net Banking, Credit/ Debit Card, Mobile Wallets, UPIs, etc for receipt of payment by PFCCL from Utility. This facility shall be configurable for direct debit of 100%

Amendment in Provisions of Standard Bidding Document (SBD)

SI.	Reference Clause	Existing Provision as per SBD	Amended Provision
		the avoidance of doubt, it is expressly acknowledged that the Direct Debit Facility shall not be restricted to the area where the AMISP is providing services but for the entire area of supply of the Utility	(hundred percent) of the monthly payment due to the AMISP. from all recharges and bill payments by Consumers. For the avoidance of doubt, it is expressly acknowledged that the Direct Debit Facility shall not be restricted to the area where the AMISP is providing services but for the entire area of supply of the Utility
5.	Section 7. Clause 5.2.8	The Direct Debit Facility would include a bucket filling approach whereby all consumer recharges and bill payments from the 11th (eleventh) working day of every month up to 10th (tenth) working day of the immediately succeeding month will be routed directly to the AMISP's bank account till such time the undisputed amount of the payment due including amount due towards with supplementary invoice issued by AMISP is recovered in its entirety. Once the entire undisputed amount of the payment due including amount due towards supplementary invoice is recovered, the Direct Debit Facility shall no longer transfer any money to the AMISP. In the event the overall monthly amount due to the AMISP (i.e., 100% of undisputed amount due to be paid including any amount due to be paid towards supplementary invoice issued by AMISP) as the sum of the consumer payments is not reached till 10th working day of the next month, the shortfall/ deficit amount shall be paid along with the undisputed amount due to be paid including any amount to be paid towards supplementary invoice issued by AMISP for the immediately succeeding month. In case Utility fails to clear any payment (including disputed amount) of the AMISP within 45 (forty-five) days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract	The Direct Debit Facility would include a bucket filling approach whereby all consumer recharges and bill-payments received by PFCCL from the Utility from the 11th (eleventh) working day of every month up to 10th (tenth) working day of the immediately succeeding month will be routed directly through a separate facility created by PFCCL to the AMISP's bank account till such time the undisputed amount of the payment due including amount due towards with supplementary invoice issued by AMISP is recovered in its entirety. Once the entire undisputed amount of the payment due including amount due towards supplementary invoice is recovered, the Direct Debit Facility shall no longer transfer any money to the AMISP. In the event the overall monthly amount due to the AMISP (i.e. 100% of undisputed amount due to be paid including any amount due to be paid towards supplementary invoice issued by AMISP) as the sum of the consumer payments from the Utility is not reached till 10 th 20 th working day of the next month, the shortfall/ deficit amount shall be paid along with the undisputed amount due to be paid including any amount to be paid towards supplementary invoice issued by AMISP for the immediately succeeding month. In case Utility fists to clear any payment (including disputed amount) of the AMISP within 45 (forty-five) days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract
6.	Section 7. Clause 5.2.9	While establishing the direct debit facility and to ensure adequate funds for timely payment to the AMISP, the utility shall ensure the direct debit facility so created, has an average monthly inflow of at least 5 (five) times the estimated monthly payment to the AMISP. Average monthly inflow shall be calculated for the last six calendar months from the date of letter of award	While establishing the direct debit facility and to ensure adequate funds for timely payment to the AMISP, the utility PFCCL shall ensure the direct debit facility so created by the Utility in favour of PFCCL , has an average monthly inflow of at least 5 (five) times the estimated monthly payment to the AMISP. Average monthly inflow shall be calculated for the last six calendar months from the date of letter of award
7.	Section 7. Clause 5.2.13	For lumpsum payment against Auxiliary LT items, the AMISP shall raise and deliver a separate invoice on a quarterly basis and payment for the same shall be released by the Utility through electronic mode in designated bank account of the AMISP. The payment against this invoice shall not be included as part of the direct debit mechanism as mentioned in Article 5.2.8 above and Utility shall reconcile and release the undisputed payment within 60 (Sixty) days of receipt of invoices along with requisite documents. The disputed amount shall be dealt as per Article 13 of this Contract. In case Utility fails to clear any payment	For lumpsum payment against Auxiliary LT items, the AMISP shall raise and deliver a separate invoice on a quarterly basis and payment for the same shall be released by the Utility PFCCL through electronic mode in designated bank account of the AMISP on receipt of the corresponding amount by PFCCL from the Utility. The payment against this invoice shall not be included as part of the direct debit mechanism as mentioned in Article 5.2.8 above and Utility PFCCL shall reconcile and release the undisputed payment within 60 (Sixty) 70 (Seventy) days of receipt of invoices along with requisite documents. The disputed amount shall be dealt as per Article 13 of this Contract. In case Utility fails to clear any

SI.	Reference Clause	Existing Provision as per SBD	Amended Provision
		(including disputed amount) of the AMISP within 60 (sixty) days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract	payment (including disputed amount) of the AMISP within 60 (sixty) days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract
8.	Section 7. Clause 5.2.14	In the event that the AMISP has duly followed the procedure enumerated above and the Utility fails to make any payment on its respective due date, the Utility shall pay interest to the AMISP on such delayed payment amount (including disputed amount) as from the due date of payment. The applicable interest rate on the delayed payment amount will be equal to the marginal cost of funds-based lending rate (MCLR) for one year of the State Bank of India plus 400 bps (MCLR shall be as applicable on the 1st April of the financial year in which the date of release of delayed payment lies). In case the period of default lies in two or more financial years the interest amount shall be calculated separately for the periods falling in different years	In the event that the AMISP has duly followed the procedure enumerated above and the Utility fails to make any payment on its respective due date, the Utility shall pay interest to the AMISP on such delayed payment amount (including disputed amount) as from the due date of payment. The applicable interest rate on the delayed payment amount will be equal to the marginal cost of funds-based lending rate (MCLR) for one year of the State Bank of India plus 400 bps (MCLR shall be as applicable on the 1st April of the financial year in which the date of release of delayed payment lies). In case the period of default lies in two or more financial years the interest amount shall be calculated separately for the periods falling in different years
9.	Section 7. Clause 5.2.16	AMISP service charge along with Lumpsum payment per meter paid by the Utility to the AMISP will be considered as an Operational Expenditure on Utility's account	AMISP service charge along with Lumpsum payment per meter paid by the Utility PFCCL to the AMISP will be considered as an Operational Expenditure on Utility's PFCCL's account
10.	Section 7. Clause 7.4	If the AMISP achieves milestone of "Installation Milestone (as provided in Section 6) at least one month in advance than the timelines specified in the Contract, Utility shall provide an incentive as specified in SCC	If the AMISP achieves milestone of "Installation Milestone (as provided in Section 6) at least one month in advance than the timelines specified in the Contract, Utility shall provide an incentive as specified in SCC
11.	Section 7. Clause 7.5	Upon achieving Installation Milestone, in accordance with Article 7.4, AMISP shall be entitled to raise a supplementary invoice for the amount indicated therein. The Supplementary invoice shall be paid along with the amount due to be paid for AMISP Service Charges for the immediately succeeding month	Upon achieving Installation Milestone, in accordance with Article 7.4, AMISP shall be entitled to raise a supplementary invoice for the amount indicated therein. The Supplementary invoice shall be paid along with the amount due to be paid for AMISP Service Charges for the immediately succeeding month