



(A Wholly Owned Subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)

invites

E-Tender

on behalf of

Himachal Pradesh State Electricity Board Ltd.

For

**“Selection of AMI Implementing Agency for
implementation of Smart Metering in Shimla and
Dharamsala City in Himachal Pradesh”**

Volume-I

(General and Commercial Terms & Conditions)

Registered Office

1st Floor, “Urjanidhi” 1, Barakhambha Lane, Connaught Place,
New Delhi – 110 001

Corporate Office

9th Floor (A Wing) Statesman House, Connaught Place, New Delhi-
110001

September 20, 2019

Disclaimer

1. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of PFCCL or any of its employees, Bidders or associates, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by PFCCL to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by PFCCL in relation to the Project. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PFCCL to consider the technical capabilities, investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP 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. PFCCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. PFCCL or any of its employees, Bidders 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 RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
5. PFCCL or any of its employees, Bidders 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 RFP.
6. PFCCL 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 RFP.
7. The issue of this RFP does not imply that PFCCL is bound to select a Bidder for the Project and PFCCL 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.
8. 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 PFCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PFCCL 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 conductor outcome of the Bidding Process.

Notice Inviting Tender

E- Tender No. Smart_Metering/Himachal_Pradesh/A136 Date: 20.9.2019

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Date: 20.9.2019

To Whomsoever It May Concern

- A. PFC Consulting Limited (PFCCL) invites interested Companies and/ or Bidding Consortia and/ or any Consortium Member to purchase this Request for Proposal (this “RFP”) to participate in the bidding and selection process for the appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) (the “Project”).
- B. This RFP can be downloaded from www.pfcclindia.com and e-bidding at www.mstcecommerce.com/eprochome/pfccl from 20.9.2019 at 18:00 hrs onwards by meeting the requisite criteria and following the procedure indicated therein.
- C. This RFP consists of two (2) Volumes, wherein the Bidders are expected to inform themselves of the content fully:
- Volume-I: General and Commercial Terms
Volume-II: Technical Scope, Functional Requirement and Service Level Agreement
- D. All interested parties are requested to understand this RFP in detail in order to comply with PFCCL’s requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.
- E. All interested parties requested to strictly abide by ALL terms prescribed in this RFP and provide accurate information to the best of their knowledge without misleading PFCCL to be considered for participation this Project.
- F. The schedule of this RFP is as follows (all times indicated herein are in IST):

Event Information

S. No.	Events	Date	Time
a)	Commencement of downloading of this RFP and e-bidding	20.9.2019	18:00 hrs
b)	Pre-bid meeting	If meeting required, the same would be intimated to bidders	
c)	Last date for online bidding	31.10.2019	15:00 hrs
d)	Last date for receipt of RFP	31.10.2019	15:00 hrs
e)	Technical Bid Opening	31.10.2019	15:30 hrs
f)	Financial Bid Opening	To be intimated later	
g)	Reverse Auction (If Undertaken)	To be intimated later	

- G. The nodal person for all inquiries, correspondence and clarifications with respect to this RFP and submission of the Bid shall be:

Name	Sh. Sachin Shukla
Designation	Vice President
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001
Tel	011-23443701
Email	sachin_shukla2@pfcindia.com

- H. The tender related queries can also be sought from the following person:

Name	Sh. Anupam Kashyap
Designation	Deputy Manager
Address	9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001
Tel	011-23443999
Email	anupam_kashyap@pfcindia.com

- I. PFCCL reserves the right to reject any or all offers without assigning any reasons thereof.

Sincerely yours,

Yogesh Juneja

Chief Executive Officer

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Document Checklist

Sr.	Document	Attached? (Yes/ No)	For Official Use
1	Tender Fee in the form of Demand Draft.		
2.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Annexure 1.		
3.	Covering Letter for Submission of Bid by Lead Consortium Member as per format prescribed in Annexure 3.		
4.	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member		
5.	Attested Copy of the Goods and Services Tax (GST) Registration Certificate of the Lead Consortium Member.		
6.	Attested copy of Provident Fund Code of Lead Consortium Member.		
7.	Attested copy of PAN Card for Lead Consortium Member.		
8.	Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member.		
9.	In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/ authenticated copies of the following documents: <ul style="list-style-type: none"> • Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation; • Memorandum and Articles of Association or document constituting the company and regulating its affairs; • List of board of directors or regulating/controlling body; • Address of its place of business in India, if any; • Audited annual financial statements and financial Net-worth for the last five years only of foreign entity; • Complete copy of agreement entered into by Indian company with foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial & management aspects of agreement; • Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of the Project including the FMS period, if assigned by PFCCCL 		
10.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Annexure 4		
11.	Power of Attorney by each Consortium Member in favor of Lead Consortium Member as per format prescribed in Annexure 5		
12.	Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium as per the format prescribed in Annexure 6 .		
13.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Annexure 7.		
14.	Company Profile document with evidence of fields of competence and office location for each Consortium Member.		

Sr.	Document	Attached? (Yes/ No)	For Official Use
15.	<p>For Meter Manufacturing Technical Experience (Refer Clause 4.3.1.A.1):</p> <ul style="list-style-type: none"> • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of supply etc. • A valid registration certificate of manufacturing unit and details of the facility. • Valid NABL Accreditation Certificate • A valid ISO and OHSAS certificate on or before the date of publication of the tender 		
16.	<p>For Communications Network Experience (Refer Clause 4.3.1.B.1):</p> <ul style="list-style-type: none"> • Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association. • Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of the Ministry of Communications, GOI) • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. • Certificate from client on successful implementation of project • Signed agreements/ MoUs for integration of NIC module or Certificate of successful integration • A valid ISO/CMMi certificate on or before the date of publication of the tender 		
17.	<p>For System Integration Experience (Clause 4.3.1.C)</p> <p>a. Integration with MDM (Refer Clause 4.3.1.C.1):</p> <ul style="list-style-type: none"> • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. • Certificate from the client on successful implementation and operation of the project. <p>b. For Cloud Service Provider (Refer Clause 4.3.1.C.2):</p> <ul style="list-style-type: none"> • Valid Empanelment certificates by DEITY (Department of Electronics and Information Technology) for Public cloud, Virtual Private Cloud and Community Government Cloud • Self-experience certificate duly signed by the Authorized Signatory who is authorized to sign the Bid document for meeting Qualification Requirement as per clause 4.3.1.C.2 (b) to (e) • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc as per clause 4.3.1.C.2 (f). • A valid certificate as per clause 4.3.1.C.2 (g) 		
18.	<p>For Meter Data Management Experience (Clause 4.3.1.D)</p> <ul style="list-style-type: none"> • Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc • Certificate from the client on successful implementation and operation of the project • A valid ISO/ CMMi certificate on or before the date of publication of the tender 		
19.	<p>For Financial Strength (Refer Clause 4.3.1.E): Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members for respective financial years.</p>		

Sr.	Document	Attached? (Yes/ No)	For Official Use
19.	Record of similar work done by each Consortium Member along with copy of Letter of Award or Work Orders showing the activities carried out with necessary quantities along with contract value and Certificate of Satisfactory Completion from each client per formats prescribed in Annexure 9		
20.	Curriculum Vitae of all personnel		
22.	Project Plan as mentioned in Clause 4.14.11.		
23.	Bill of Quantities		
24.	Copy of Volume-I and Volume-II of this RFP with sign and official seal on every page.		
25.	Approach & Methodology for Project Execution		

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1. Definitions and Abbreviations

1.1. Definitions

1. “AMI”	:	“Advanced Metering Infrastructure (AMI)” including smart meters means the infrastructure required to enable the Distribution Licensee to accurately collect, monitor and analyse real-time consumption data from consumers, communicate price signals to consumers and where permitted control load
2. “AMI Implementing Agency” or “AMI-IA”	:	Same as “Project Implementing Consortium”
3. “AMR”	:	“Automated Meter Reading (AMR)” means the infrastructure required to enable the Distribution Licensee to accurately collect consumption data from consumers
4. “Bid(s)”	:	The bid submitted by the Bidder(s) in response to this RFP
5. “Bidder(s)”	:	Any or all Consortium Members including the Lead Consortium Member bidding as a response to this RFP
6. “Bidding Consortium”	:	The Consortium of Bidders legally bound as per the terms and formats of this RFP to bid for the Project.
7. “Consortium Member”	:	Any Member of the Bidding Consortium other than the Lead Consortium Member.
8. “Contract”	:	The Agreement between PFCCL and the Successful Bidder upon receiving the Letter of Award from PFCCL for implementation of the Project.
9. “Contractor”	:	Same as “Project Implementing Consortium”
10. “Employer”	:	Same as the “Project Management Agency” or PMA
11. “Financial Score”	:	Deleted
12. “Financial Year” or “FY”	:	Period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.
13. “Lead Consortium Member”	:	The Consortium Member taking the lead in submitting this RFP with eligibility, roles and responsibilities outlined in Clause 4.3.2 of this RFP and duly supported by the legal agreements as per formats in this RFP.

14. “MTS”	:	Minimum Technical Standards as defined in Volume 2 of this RFP.
15. “Party” or “Parties”	:	PFCCL, HPSEB Ltd., the Bidder, and the Project Implementing Consortium, individually or collectively, respectively.
16. “Project”	:	HPSEB’s AMI Project defined in Section 3.
17. “Project Implementing Consortium” or “Contractor” or “AMI-IA”	:	The Consortium or the Contractor appointed by PFCCL upon signing of the Contract subsequent to the Letter of Award
18. “Project Management Agency” or “PMA”	:	Project Management Agency is PFCCL
19. “Request for Proposal” or “RFP”	:	This Tender No. Smart_Metering/Himachal_Pradesh/A136 including all its Volumes for Appointment of AMI Implementing Agency (including all clarification/ addendum/ amendment/ corrigendum/ etc.
20. “Rupees” or “Rs.” Or “INR” or “₹”	:	Indian Rupees
21. “Service(s)” or “Related Service(s)”	:	Any service(s) performed or to be performed as a part of the project by the Contractor.
22. “Smart Meter”	:	Smart meters are composite unit consisting of metrology elements, two way communication module/modules. It has functions such measurement, computation, event capturing, storing, communication and control
23. “Solution”	:	The system within the Scope of Work of the Project as defined by this RFP, and implemented in its entirety including but not limited to the supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services by the Project Implementing Consortium.
24. “Successful Bidder”	:	Successful Qualifying Bidder/ Consortium with the lowest Price (L-1) discovered as per the Financial Bid or Lowest Price (L-1) discovered through the Reverse Auction process, if undertaken
25. “Technical Score”	:	The score of technical evaluation of bidders
26. “Tender”	:	Same as “RFP”

1.2. Abbreviations

1.	AMI	Advanced Metering Infrastructure
2.	AMI-IA/AIA	Advanced Metering Infrastructure - Implementation Agency
3.	BG	Bank Guarantee
4.	BoM	Bill of Material
5.	BoQ	Bill of Quantity
6.	C&I	Commercial and Industrial
7.	CC	Control Circuit
8.	CIM	Common Information Model
9.	CMMi	Capability Maturity Model Integration
10.	CV	Curriculum Vitae
11.	DCU	Data Concentrator Unit
12.	DFID	Department for International Development
13.	FMS	Facility Management Services
14.	FRTU	Field Remote Terminal Unit
15.	GPRS	General Packet Radio Service
16.	GST	Goods and Services Tax
17.	HES	Head-End System
18.	IDBI	Industrial Development Bank of India
19.	IPR	Intellectual Property Rights
20.	ISO	International Organization for Standardization
21.	IT	Information Technology
22.	MDM	Meter Data Management
23.	MTS	Minimum Technical Standards
24.	NIC	Network Interface Controller
25.	P&L	Profit & Loss
26.	PAN	Permanent Account Number
27.	PF	Provident Fund

28. PLC	Power Line Communication
29. PMA	Project Management Agency
30. PO	Purchase Order
31. PON	Power Outage Notification
32.. PRN	Power Restoration Notification
33. RF	Radio Frequency
34. RFP	Request for Proposal
35. RTI	Right to Information
36. RTU	Remote Terminal Unit
37. SI	System Integrator OR System Integration
38. SLA	Service Level Agreement
39. WO	Work Order
40. XML	Extensible Markup Language

2. Important Dates and Amounts

Dates

S. No	Particulars		Date	Time
a)	Commencement of downloading of this RFP and e-bidding	:	20.9.2019	18:00 hrs
b)	Pre-bid meeting	:	If meeting required, the same would be intimated to bidders	
c)	Last date for e-bidding	:	31.10.2019	15:00 hrs
d)	Last date for receipt of RFP	:	31.10.2019	15:00 hrs
e)	Technical Bid Opening	:	31.10.2019	15:30 hrs
f)	Opening of Financial Bid	:	To be intimated later	
g)	Reverse Auction (If Undertaken)	:	To be intimated later	
h)	Award of Contract to Project Implementing Consortium	:	To be intimated later	

Amounts for Bidding

A.	Tender Fee to be submitted with the RFP as Demand Draft (Non-Refundable)	:	Rs. 1,00,000 plus GST @18%
B.	Transaction Fee (Non-Refundable)	:	Rs. 15,000 plus GST @18%
C.	Bid Security as Demand Draft or Bank Guarantee, valid for a period of 1 year (Refundable)	:	Rs. 50,00,000
D.	Other Payments or Bank Guarantees for the Project Implementing Consortium shall be as per the terms and conditions defined in this RFP		

Note: All payments shall be made in the form of A/C Payee Demand Draft in favour of PFC Consulting Ltd. payable at New Delhi

3. Introduction

3.1. Background

3.1.1 HPSEB Ltd. has appointed PFC Consulting Ltd. (PFCCL) as the “Project Management Agency (PMA)” or the “Employer” for designing, financing, implementing, operating and transferring the AMI project in Shimla & Dharamsala Cities of Himachal Pradesh. PMA will appoint the AMI Implementation Agency (on behalf of HPSEB Ltd.) and manage the entire project deployment and its operations. The project will be transferred to utility at end of the project period on as-is-where-is basis. The PMA will interface with both the utility and Contractor. As such, Contractor will be interfaced with the PMA from both project implementation and contractual purposes. The roles and responsibilities of the Contractor and payment thereof are governed by the Terms and Conditions of this RFP.

3.2. About the AMI Project

3.2.1 HPSEB Ltd. proposes to implement Smart Metering/ AMI Project in Shimla and Dhramsala towns of Himachal Pradesh for around 1.50 lakh consumers.

3.2.2 The Detailed Project Report (DPR) for undertaking the above project has been approved by the Monitoring Committee, MoP with a Gol Grant under IPDS.

Information on Shimla Town

Table 1: Existing Network Details

Sr. No.	Particulars	Unit	Value
1	33 KV Substation (MVA)	MVA	104.10
2	33 KV line length (CKT KM)	Ckt Km	61.40
3	11 KV line (CKT KM)	Ckt Km	800.396
4	LT line (CKT KM)	Ckt Km	1675.989
5	Capacity of 11/0.4 KV distribution T/F (MVA)	MVA	245.785
6	No of 11/0.4 KV distribution T/F	Nos	893
7	Capacity of 33/0.4 KV distribution T/F (MVA)	MVA	2
8	No of 33/0.4 KV distribution T/F	Nos	2
9	No of 22/0.4 kV distribution T/F	Nos.	220
10	22 kV line length (CKT KM)	Ckt Km	203.325

Table 2: Projected Growth Of Consumer, Load And Sales

Consumers (Nos.)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
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Consumers (Nos.)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	93849	96239	97836	99454	101658
LIGH/NDNC/Bulk	1722	1810	1810	1960	2001
Commercial	9987	10075	10176	10248	10369
Agriculture	74	84	95	114	212
LT Industry	512	478	478	472	464
HT/EHT Industry					
Public Lighting	114	129	132	133	138
Public Water Works	112	136	137	135	139
Temp. Supply	1250	1385	1508	1639	2474
Total	107643	110336	112172	114155	117455

Connected Load (KW)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	338289.337	362856.55	376685.163	389657.687	416356.634
LIGH/Bulk/NDNC	52560.196	68864.547	68786.017	69700.162	69856.982
Commercial	69732.859	73304.967	74367.620	78388.862	78962.833
Agriculture	203.924	246.500	269.460	347.040	623.346
LT Industry	7263.080	7337.711	7915.533	8138.163	8089.663
HT/EHT Industry					
Public Lighting	600.971	734.546	751.890	761.78	761.98
Public Water Works	27264.134	30371.860	30533.42	30183.42	30351.010
Temp. Supply	7061.502	4733.042	6634.318	9653.918	10542.359
Total	502976.00	548449.723	565940.421	586831.032	615553.807

Energy Sales (MUs)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	150.14	138.15	138.72	143.20	162.74
LIGH/Bulk/NDNC	48.29	42.40	39.06	39.67	47.52
Commercial	55.76	58.79	61.65	64.22	79.47
Agriculture	0.05	0.06	0.08	0.09	0.29
LT Industry (SIP+MIP)	5.30	4.83	5.37	6.14	6.42
HT/EHT Industry					
Public Lighting	2.40	1.78	2.50	2.32	2.24
Public Water Works	70.67	69.87	58.78	65.38	50.13
Temp. Supply	6.27	7.07	8.70	10.44	10.61
Total	338.87	322.95	314.86	331.46	359.46

Table 3: Projected Number of Consumers (Nos.)

Consumers (Nos.)	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
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	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	101658	104708	107849	111084	114417	117849	121385	125027	128777
LIGHT/Bulk/NDNC	2001	2061	2123	2187	2252	2320	2389	2461	2535
Commercial	10369	10680	11000	11330	11670	12021	12381	12753	13135
Agriculture	212	218	225	232	239	246	253	261	269
LT Industry	464	478	492	507	522	538	554	571	588
HT/EHT Industry		0	0	0	0	0	0	0	0
Public Lighting	138	142	146	151	155	160	165	170	175
Public Water Works	139	143	147	152	156	161	166	171	176
Temp. Supply	2474	2548	2625	2703	2785	2868	2954	3043	3134
Total	117455	120979	124608	128346	132197	136163	140247	144455	148788

Table 4: Projected Connected Load (KW)

Connected Load (KW)	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	416356.63	428847.333	441712.75	454964.136	468613.06	482671.451	497151.595	512066.1429
LIGHT	69856.982	71952.69146	74111.272	76334.6104	78624.6487	80983.3881	83412.8898	85915.27648
Commercial	78962.833	81331.71799	83771.67	86284.8196	88873.3642	91539.5651	94285.7521	97114.32465
Agriculture	623.346	642.04638	661.30777	681.147005	701.581415	722.628857	744.307723	766.6369545
LT Industry	8089.663	8332.35289	8582.3235	8839.79318	9104.98698	9378.13659	9659.48068	9949.265104
HT/EHT Industry								
Public Lighting	761.98	784.8394	808.38458	832.636119	857.615203	883.343659	909.843969	937.139288
Public Water Works	30351.01	31261.5403	32199.387	33165.3681	34160.3291	35185.139	36240.6932	37327.91399
Temp. Supply	10542.359	10858.62977	11184.389	11519.9203	11865.5179	12221.4835	12588.128	12965.77181
Total	615544.81	634011.151	653031.486	672622.430	692801.103	713585.136	734992.690	757042.471

Table 5: Projected Energy Sales (MUs)

Sales	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	162.745	167.627	172.656	177.836	183.171	188.666	194.326	200.156
LIGHT	47.525	48.951	50.419	51.932	53.490	55.095	56.747	58.450
Commercial	79.479	81.863	84.319	86.849	89.454	92.138	94.902	97.749
Agriculture	0.293	0.302	0.311	0.320	0.330	0.340	0.350	0.360
LT Industry	2.929	3.017	3.107	3.201	3.297	3.396	3.497	3.602
HT/EHT	3.494	3.599	3.707	3.818	3.933	4.051	4.172	4.297

Sales	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Industry								
Public Lighting	2.247	2.314	2.384	2.455	2.529	2.605	2.683	2.764
Public Water Works	50.135	51.639	53.188	54.784	56.427	58.120	59.864	61.660
Temp. Supply	10.613	10.931	11.259	11.597	11.945	12.303	12.672	13.053
Total	359.46	370.244	381.351	392.792	404.575	416.713	429.214	442.090

Table 6: Asset Information of the Project Area

S. No.	Particulars	Unit	Value
1	Total No. of 33 KV Sub-stations feeding the Project Area	Nos.	9
2	Total Number of Power Transformers at 33 KV S/S	Nos.	16
3	Total Capacity of Power Transformers at 33 KV S/S	MVA	113.55
4	Total Number of 33 kV Feeders	No.	10
5	Total Length of 33 kV Feeders	Kms	75.400
6	Total Number of 22 kV Feeders	No.	5
7	Total length of 22 kV Feeders	Kms.	203.325
8	Total Number 11 kV Feeders	Nos.	53
9	Total Length of 11 kV Feeders	Kms.	736.786
10	No of 33KV/ 0.4 KVA DT	Nos	2
11	Capacity of 33KV/0.4 KVA DT	MVA	2
12	No of 22 kV/0.4 kV DT	Nos.	220
13	Capacity of 22 kV/0.4 kVA DT	MVA	30.950
14	Total Length of LT Lines	Kms.	1675.989
15	Total Number of Distribution Transformers	Nos.	1126
16	Total Capacity of Distribution Transformers (11KV/ 0.4 KV)	MVA	245.785

Table 7: Key Performance Indicators of the Project Area (Commercial + Operations)

S.No.	Particulars	Unit	FY 17-18	FY 18-19
1	Total Consumers	Nos.	114155	117455
2	Annual Input Energy	in MU	356.40	379.75
3	Annual Energy Billed	in MU	331.46	359.46
4	Total Revenue Billed	in Rs. Crores	216.25	238.26
5	Total Revenue Realized	in Rs. Crores	159.46	250.66
6	Billing Efficiency	%	93	94.66
7	Collection Efficiency	%	73.74	105.20
8	AT&C Losses	%	31.42	0.42
9	Average Billing Rate	in Rs. / KWH	0.65	0.66
10	Annual Consumer Base Growth	%	1.73	2.80
11	Peak Demand	in MW	58.65	83.16
12	DT Failure Rate	%	1.38	2.08
13	HT / LT ratio	Nos.	1116/1612	1172/1676
14	Provisional Billing	%	-	-
15	Defective Meter	%	0.36	0.59

S.No.	Particulars	Unit	FY 17-18	FY 18-19
16	Disconnection/Reconnection	Nos	-	1686/5543

Table 8: Consumer Mix of the Project Area (FY 2018-19)

S. No	Particulars	Nos. of Metering Points.	Annual Consumption (in MU)	% of Overall Consumption
1	Domestic Consumers	101658	162.75	45.28
2	Commercial	10369	79.48	22.11
3	Industrial	464	6.42	1.78
4	Agriculture	212	0.29	0.08
5	Others/HT	4752	110.52	30.75

Table 9: Metering Type of the Project Area (FY 2018-19)

S. No	Particulars	Nos. of Metering Points.	Annual Consumption (in MU)	% of Overall Consumption
1	Single Phase Meters	115743	197.64	54.98
2	Three-Phase Meters	1577	77.64	21.60
3	LT-CT Meters for consumers	-	-	-
4	HT Meters	135	84.18	23.42
5	DT Meters	1126	-	-

Information on Dharamsala Town

Table 1: Existing Network Details

Sr. No.	Particulars	Unit	Value
1	33 KV Substation (MVA)	MVA	33.90
2	33 KV line length (CKT KM)	Ckt Km	108.352
3	11 KV line (CKT KM)	Ckt Km	575.839
4	LT line (CKT KM)	Ckt Km	421.097
5	Capacity of 11/0.4 KV distribution T/F (MVA)	MVA	683.73
6	No of 11/0.4 KV distribution T/F	Nos	494
7	Capacity of 33/0.4 KV distribution T/F (MVA)	MVA	0.3
8	No of 33/0.4 KV distribution T/F	Nos	3
9	No of 22/0.4 kV distribution T/F	Nos.	-
10	22 kV line length (CKT KM)	Ckt Km	-

Table 2: Projected Growth Of Consumer, Load And Sales

Consumers (Nos.)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	22710	23202	23480	23785	24158
LIGH/Others	546	552	562	578	589
Commercial	3888	3912	3952	3976	3998
Agriculture	29	36	45	48	56
LT Industry	46	48	52	58	62
HT/EHT Industry	1	1	1	1	1
Public Lighting	42	48	48	51	58
Public Water Works	52	57	65	69	76
Temp. Supply	121	126	115	126	138
Total	27435	27982	28320	28692	29136

Consumers (Nos.)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
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Connected Load (KW)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	10400.60	10452.12	10483.40	10490.300	10515.938
LIGH/Others	1855.32	1898.10	1910.220	1941.84	2290.160
Commercial	11890.32	12290.70	12456.80	12936.12	12998.64
Agriculture	628.53	639.90	648.10	655.88	690.65
LT Industry	628.2	648.10	655.90	672.120	684.90
HT/EHT Industry	170	170	170	170	170
Public Lighting	155.98	162.10	162.10	168.2	168.2
Public Water Works	922.56	978.20	1008.25	1024.00	1109.10
Temp. Supply	3100.20	3110.12	3002.4	3024.90	3210.00
Total	29751.71	30349.34	30497.17	31083.36	31837.88

Energy Sales (MUs)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Domestic	18458972	18905468	19102036	19052098	19353490
LIGH/others	2389564	2468959	2489651	2698120	2893727
Commercial	70786590	71905488	71882522	72205860	73299626
Agriculture	9898	11002	9970	10110	10063
LT Industry	286349	291200	289852	291050	293321
HT/EHT Industry	45980	47810	46567	47309	47507
Public Lighting	185746	197568	198950	205260	207371
Public Water Works	1398590	1410250	1345210	1342560	1337184
Temp. Supply	425874	445690	429360	427541	433266
Total	93987563	95683435	95794118	96279908	97875555

Table 3: Projected Number of Consumers (Nos.)

Consumers (Nos.)	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	24158	24410	24850	25210	25540	25910	26360	26990	27210
LIGHT/Others	589	598	620	650	675	690	720	745	792
Commercial	3998	4040	4290	4510	4788	4986	5230	5545	5815
Agriculture	56	63	75	98	122	138	155	179	208
LT Industry	62	68	88	108	122	136	148	165	175
HT/EHT Industry	1	1	2	2	2	3	3	4	4
Public Lighting	58	58	62	64	66	68	70	70	75
Public Water Works	76	92	112	133	165	184	198	210	228
Temp. Supply	138	145	160	188	205	235	264	288	308
Total	29136	29475	30259	30963	31685	32350	33148	34196	34815

Table 4: Projected Connected Load (KW)

Connected Load (KW)	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	10515.938	11825.90	12589.20	14856.99	16109.47	18982.56	22339.89	25896.10
LIGHT	2290.160	2485.60	2658.12	2832.10	3190.74	3389.62	3895.35	4189.78
Commercial	12998.64	13895.25	15698.30	18984	22510.20	25890.78	29854.0	32657.80
Agriculture	690.65	722.90	798.60	820.9	884.90	985.7	1089.40	1458.99
LT Industry	684.90	790.25	898.01	1089.7	1258.6	1489.5	1890.6	2210.05
HT/EHT Industry	170	170	290	290	290	410	410	525
Public Lighting	168.2	190.8	190.8	225.2	235.2	260.8	275.6	289.6
Public Water Works	1109.10	1389.2	1598.0	1645.78	1894.5	2048.7	2178.2	2389.90
Temp. Supply	3210.00	3450.6	3658.10	3890.2	4256.1	4589.70	4894.20	5280.1
Total	31837.88	34920.5	38379.13	44634.87	50629.71	58047.36	66827.24	74897.32

Table 5: Projected Energy Sales (MUs)

Sales	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Domestic	1935349 0	225589 60	2456807 8	2689339 9	2955107 8	3278456 1	3458929 9	3899745 6
LIGHT	2893727	325686 9	3458964	3896874	4258974	4589214	4987450	5245871
Commercial	7329962 6	789654 10	8289546 1	8897451 0	9345874 1	9856478 1	1024512 40	1288569 80
Agriculture	10063	11256	12360	14568	16589	18956	20145	21458
LT Industry	293321	303248	311201	335641	339874	389564	402564	425140
HT/EHT Industry	47507	49865	51256	53894	55748	58961	60897	65478
Public Lighting	207371	226089	268540	289654	324580	354789	389654	425894
Public Water Works	1337184	158947 0	1896541	2258961	2586410	2896541	3256841	3689450
Temp. Supply	433266	458710	489561	524861	589647	625894	689475	724589
Total	9787555 5	107419 877	1139519 62	1232423 62	1311816 41	1402832 61	1468475 65	1784523 16

Table 6: Asset Information of the Project Area

S. No.	Particulars	Unit	Value
1	Total No. of 33 KV Sub-stations feeding the Project Area	Nos.	3
2	Total Number of Power Transformers at 33 KV S/S	Nos.	7
3	Total Capacity of Power Transformers at 33 KV S/S	MVA	33.90
4	Total Number of 33 kV Feeders	No.	6
5	Total Length of 33 kV Feeders	Kms	108.352
6	Total Number of 22 kV Feeders	No.	-
7	Total length of 22 kV Feeders	Kms.	-
8	Total Number 11 kV Feeders	Nos.	19
9	Total Length of 11 kV Feeders	Kms.	575.839
10	No of 33KV/ 0.4 KVA DT	Nos	3
11	Capacity of 33KV/0.4 KVA DT	MVA	33.90

S. No.	Particulars	Unit	Value
12	No of 22 kV/0.4 kV DT	Nos.	-
13	Capacity of 22 kV/0.2 kVA DT	MVA	-
14	Total Length of LT Lines	Kms.	421.097
15	Total Number of Distribution Transformers	Nos.	494
16	Total Capacity of Distribution Transformers (11KV/ 0.4 KV)	MVA	683.73

Table 7: Key Performance Indicators of the Project Area (Commercial + Operations)

S.No.	Particulars	Unit	FY 17-18	FY 18-19
1	Total Consumers	Nos.	28692	29136
2	Annual Input Energy	in MU	71889180	76474901.2
3	Annual Energy Billed	in MU	66913315	70230435.8
4	Total Revenue Billed	in Rs. Crores	355034230	390219308
5	Total Revenue Realized	in Rs. Crores	342384900	343817368
6	Billing Efficiency	%	93.08	91.83
7	Collection Efficiency	%	93.08	96.44
8	AT&C Losses	%	10.24	19.09
9	Average Billing Rate	in Rs. / KWH	93.08	91.83
10	Annual Consumer Base Growth	%	5%	6%
11	Peak Demand	in MW	28.84	32.18
12	DT Failure Rate	%	4%	3.5%
13	HT / LT ratio	Nos.	1.45	1.36
14	Provisional Billing	%	0	0
15	Defective Meter	%	2882	1790
16	Disconnection/Reconnection	Nos	629	654

Table 8: Consumer Mix of the Project Area (FY 2018-19)

S. No	Particulars	Nos. of Metering Points.	Annual Consumption (in MU)	% of Overall Consumption
1	Domestic Consumers	24158	19353490	19.7
2	Commercial	3998	73299626	74.5
3	Industrial	63	340828	0.30
4	Agriculture	56	10063	0.001
5	Others/HT	861	4871548	4.9

Table 9: Metering Type of the Project Area (FY 2018-19)

S. No	Particulars	Nos. of Metering Points.	Annual Consumption (in MU)	% of Overall Consumption
1	Single Phase Meters	27435	28204381	92.6
2	Three-Phase Meters	1581	41521361	5.36
3	LT-CT Meters for consumers	80	9824906	0.26
4	HT Meters	40	18324906	0.13
5	DT Meters	494	97875555	1.67

3.3. About this Request for Proposal

3.3.1 This Request for Proposal (this “RFP”) is issued by PFCCL on behalf of HPSEB Ltd. for selecting a Consortium or a Contractor for supply, installation, testing, commissioning and maintenance of Advanced Metering Infrastructure, including smart meters (with/without net-metering) with Pre-paid configuration, communication infrastructure along with applications for Head End System (HES), Meter Data Management (MDM) System for rolling out around 1,35,000 Smart Metering (plus additional installation of smart meters as per new connection requirement in Operation and Maintenance (O&M) period) including O&M services for AMI establishment in Shimla & Dharamshala towns under Himachal Pradesh State Electricity Board Ltd. (HPSEB). The project shall also include integration of HES with MDMS and MDMS with existing and any future Utility applications as defined in this specification document.

3.3.2 This RFP is structured into two Volumes as follows:

- a. **Volume-I: General and Commercial Terms**, which provides the Bidder a brief introduction about the Project as well as PFCCL/ HPSEB Ltd. 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, general conditions of contract and all relevant formats for bidding.
- b. **Volume-II: Technical Scope, Functional Requirement and Service Level Agreement**, which provides information regarding HPSEB’s systems, the detailed functional requirements including Minimum Technical Standards (MTS) to be achieved by the Contractor, as well as the Service Level Agreement (SLA). The payment terms shall also be linked to the performance of the Bidder detailed in this Volume.

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 Section 4 of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding HPSEB’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 and Bid for the Scope of Work for the Project indicated in Volume II of this RFP, which describes the detailed scope.

4.1.5. The Functional Requirements to be completed by the Project Implementing Consortium within the Scope of Work is indicated in Section 1.4 of Volume II of this

RFP. While, the performance of the Project implemented by the Project Implementing Consortium shall be judged based on the parameters given in Section 4 of Volume II of this RFP.

- 4.1.6. 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.

4.2. 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 certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.
- 4.2.2. All bids should be digitally signed.
- 4.2.3. Bid prepared by Bidders & all correspondence and documents relating to Bid exchanged by Bidder and PFCCL and its associates shall be written in English language.
- 4.2.4. If for any reason the Bid of any Selected Bidder is rejected or Letter of Intent issued to such Selected Bidder is cancelled, PFCCL 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 PFCCL, as applicable.
- 4.2.5. Technical bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of PFCCL and shall not be returned to the Bidders.
- 4.2.6. PFCCL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be permitted by PFCCL, unless specifically sought by PFCCL as per Clause 4.15.9.
- 4.2.7. Failure by PFCCL to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of PFCCL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- 4.2.8. PFCCL 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.
- 4.2.9. The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to PFCCL's nodal person

for this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of the RFP, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.

4.2.10. The RFP document includes statements, which reflect the various assumptions arrived at by PFCCL in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own due-diligence/ investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP and obtain independent advice from appropriate sources.

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 an individual firm or consortium of firms (maximum 3 members; specific requirements for Consortium are given under 4.3.2 below).

The Employer may assess the capacity and capability of the bidder to successfully execute the scope of work covered under this RFP within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality control systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

4.3.1. Qualifying Requirement

A Bidder is defined as "Any or all Consortium Members including the Lead Consortium Member bidding as a response to this RFP"

Document Indexing: Bidder will attach an Index of documents submitted with this bid mentioning following details. This index will be used to locate the document easily and correlating correct document with correct QR.

1. QR clause as per RFP.
2. Title of document submitted against each QR.
3. Relevant page number in document.
4. Relevant clause no. in document.

Bidder must meet the following minimum eligibility requirements individually and in case of a consortium, collectively by the members of Consortium, except where specifically mentioned.

A. QR For Meter Manufacturing (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Technical Experience	a) The Bidder/ consortium member must have <ol style="list-style-type: none"> 1. Manufactured and supplied minimum 40,000 nos. of Meters for AMI (cumulative) with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP <li style="text-align: center;">Or 2. Manufactured and supplied minimum 10,000 nos. of Pre-paid Meters with cellular/ RF communication with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP 	Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of supply etc.
		b) The Bidder/ consortium member must have manufacturing facility in India with an in-house NABL accredited lab since last two years (i.e. FY 2017-18 onwards)	i. Valid Registration Certificate of Manufacturing Unit and details of facility ii. Valid NABL Accreditation Certificate
2	Quality Certification	a) The Bidder/ consortium member should be ISO 9001:2008 certified OR Bidder should have CMMI Level 3 (minimum) certification. b) Bidder/ consortium member should have ISO 14001 and OHSAS18001/ OHSAS45000 series certifications.	A valid ISO and OHSAS certificate on or before the date of publication of this RfP.

B. QR For Communications Network (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1.	Technical Experience	a) The Bidder/ consortium member should have implemented project(s) with at least 40,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP. b) The Bidder/ consortium member must have successfully integrated their NIC/ Communication module with meters of at least 3 manufacturers in India till HES and/or MDMS.	i. Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association. ii. Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of Ministry of Communications, GOI) iii. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. iv. Certificate from client on successful implementation of

B. QR For Communications Network (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
			project v. Signed agreements/ MoUs for integration of NIC module or Certificate of successful integration
2	Quality Certification	a) Bidder/ consortium member should be ISO 9001:2008 certified or Bidder should have CMMI Level 3 (minimum) certification. b) Bidder/ consortium member should have ISO 14001 and ISO 27001 certifications.	A valid ISO/CMMi certificate on or before the date of publication of this RfP.

C. QR For System Integration (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Technical Experience of Integration with MDM	a) The Bidder/ consortium member must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 40,000 consumers (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP. b) The Bidder/ consortium member should have supplied, installed, tested and commissioned Control Centre hardware and application software for at least 40,000 end points (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of RfP which are in successful operation for at least One (1) year.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Certificate from the client on successful implementation and operation of the project.
2	Technical Experience as Cloud Service Provider	a) Bidder/ consortium member must be Empaneled Cloud Service Provider by DEITY (Department of Electronics and Information Technology) for Public cloud, Virtual Private Cloud and Community Government Cloud b) Bidder/ consortium member must have at least 3 Data Centers in at least two different seismic zones in India c) Bidder/ consortium member should have at least 5 different Internet Carrier Terminating d) Bidder/ consortium member should be having the capability to provide Hybrid Cloud services, i.e. a combination of Bare Metal/ Private Cloud and Public Cloud infrastructure from each availability zone. e) Cloud services should be supported with committed performance driven storage offering (Committed Storage on cloud)	i. For S.No (a), Bidder should provide valid certificates ii. For S.No (b), (c), (d) and (e), Bidder should submit self-experience certificate duly signed by the Authorized Signatory who is authorized to sign the Bid document iii. For S.No. (f), Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc.

C. QR For System Integration (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
		f) Bidder/ consortium member should have at least two (2) Work Orders from Central Government/ State Government/ PSU /Semi- Government of India in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	
	Quality Certification	a) Bidder/ consortium member should have the following Quality Certifications: i. ISO/IEC 27001certified for Information Security with well-planned and structured escalation procedures ii. Certified ISO/IEC 20000-1 for DC service quality and delivery iii. Certified for minimum of Tier III level against TIA-942 specifications iv. Must have Government Community Cloud running audited and successfully audited by STQC.	A valid certificate on or before the date of publication of this RfP.

D. QR For Meter Data Management Provider (In case of a consortium, this requirement has to be met individually by one of the consortium members in its entirety)			
S. No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Data handling Capability	a) The Bidder/ consortium member should have successfully implemented/ under implementation and integrated with HES for at-least 40,000 numbers of smart meter/ AMI system with connect/ disconnect features with two-way communication in a single project in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Certificate from the client on successful implementation on and operation of the project.
2	Ease of integration with HES/ MDAS and Billing	a) The Proposed MDM should have been Integrated with minimum 3 different Head End Systems / MDAS system and 2 different billing system in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	i. Contract/ Purchase Order (PO)/ Work Order (WO) indicating client name, scope of work, period of work etc. ii. Certificate from the client on successful implementation on and operation of the project.
3	Quality Certification	a) The Bidder/ consortium member should be an ISO 9001:2008 certified. b) Bidder should have CMMI Level 3 (minimum) certification. c) Bidder should have ISO 14001 and ISO 27001 certification	A valid ISO/ CMMi certificate on or before the date of publication of this RfP.

E. QR - Financial Criteria			
S.No.	Description	Qualifying Criteria	Evaluation Documents Required
1	Financial Requirement	a) Net Worth in best Three Financial Years out of the last five years (i.e. FY 2014-15 onwards) should be positive. Net worth shall be as defined under the Companies Act, 2013. b) Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2014- 15 onwards) should not be less than INR 100 Cr. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.	Audited Annual financial statements, Balance Sheet and P&L Account for the respective financial years.

- The company wise applicability of the qualifying requirement referred to in clause 4.3.1 is provided below:

Type of Company	Permissible Qualifying Requirement
Parent Company	Self and/ or it's Wholly/ Majority Owned Subsidiary Company
Wholly/ Majority Owned Subsidiary Company	Self and/ or its Parent Company
Minority Owned Subsidiary Company	Self only

- The Bidder would be required to furnish along with the bid, a letter of undertaking from the Holding Company/ Subsidiary Company/ Sub-Contractors supported by Board resolution, extending support for execution of the contract by the bidder in case of award.
- Bidders can use credentials of the Sub-Contractors for meeting the Qualifying Requirement. However, multiple bidders can use credentials of the same Sub-Contractors subject to the condition that a Sub-Contractor cannot participate as Bidder/ Consortium Member in the bid process.
- The bidder has to submit detailed roles & responsibilities of the Consortium Members/ Sub-Contractor partners to PFCCL along with the bid.
- In case Bidder does not manufacture or produce any major equipment or component of the overall Solution to be provided as the Scope of Work, then the Bidder is required to submit the Manufacturer's /OEM's Authorization stating the required support from the Manufacturer/OEM with respect to supply, support, etc for a period of seven (7) years from the date of operational acceptance of the system by PFCCL/ HPSEB Ltd.
- Basis the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order by GoI dated March 23, 2012, it has been decided to give opportunity to Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) (under Single Point Registration Scheme) through NSIC-Consortium route. In light of this, the Bidder shall source meters (as bought out) or downstream components of the meters from MSEs of value greater than or equal to 20% of the metering component of the contract price. Out of this requirement of minimum 20% procurement from MSEs, 4% is earmarked for units owned by Schedule Caste /Schedule Tribes.

- For startup firms, gazette notification dated 17 Feb 2016, G.S.R. 180(E) and policy circular No. 1(2)(1)/2016-MA dated 10 March 2016, and the subsequently issued guidelines shall be considered for waiving off respective qualifying requirements for sourcing of meters subject to mandatorily meeting quality and technical specifications as specified in Volume-1 and Volume-2 of this RFP.
- In case Smart Meters are imported by the bidder, then bidder shall ensure that minimum 30% of Smart Meter supply shall be from its Indian manufacturing/ assembly unit.
- To be eligible for the tender for appointment of AMI implementation agency, the Bidder (or any of its consortium member) shall not have 5 (five) or more AMI projects / 20 Lakhs meters in India which are outstanding to be installed on the bid due date for submission.

4.3.2. Consortium Bids

4.3.2.1. In case a bid is submitted by a consortium of two or more firms (No. of members shall not be more than 3) as consortium members, the members of consortium shall meet the following requirements:

- a. All the members of the consortium shall meet individually the financial requirement criteria given at 4.3.1.D.1 (a) above.
- b. The Lead Consortium Member shall meet not less than 50% of the minimum financial requirement criteria given at clause no. 4.3.1.D.1 (b) above.
- c. Each of the other Consortium Member(s) individually shall meet not less than 25% of the minimum financial requirement criteria given at clause no. 4.3.1.D.1 (b) above.

In case of consortium, the following conditions shall also apply:

4.3.2.2. A consortium (the "Bidding Consortium") shall be considered bidder provided that one of the members of the consortium shall be nominated as being in-charge (the "Lead Consortium Member") and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.

4.3.2.3. In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/ authenticated copies of the following documents:

- a. Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation;
- b. Memorandum and Articles of Association or document constituting the company and regulating its affairs;
- c. List of board of directors or regulating/controlling body;
- d. Address of its place of business in India, if any;
- e. Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;
- f. Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement;

- g. Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of AMI project including the FMS period, if assigned by PFCCL
 - h. Any other papers or documents required by PFCCL at a later stage or in future.
- 4.3.2.4. The Lead Consortium Member shall submit the Bid to PFCCL and shall be liable towards fulfilling the obligations in this RFP.
- 4.3.2.5. Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN).
- 4.3.2.6. The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with PFCCL through a Power of Attorney as per Annexure 6 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.
- 4.3.2.7. Each member of the consortium shall have a registered office (under the Companies Act 1956 with Registrar of Companies) and operations in India.
- 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. entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Annexure 4, Annexure 5 and Annexure 7. In the absence of duly executed formats, the Bid shall not be considered for evaluation and will be rejected.
- 4.3.2.9. Bidder/ member of consortium 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 same as per format prescribed in Annexure 3.
- 4.3.2.10. The Lead Consortium Member shall submit the Bid after legitimately paying the purchase fees for the RFP, and submission of the Tender Fees and Bid Security as per the various terms, schedules and formats prescribed in this RFP.
- 4.3.2.11. The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).
- 4.3.2.12. The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.
- 4.3.2.13. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. The statement to this effect shall be provided along with RFP submissions including the Bid Form and Contract (in case of successful bid).

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 PFCCL 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. All payments shall be made in the form of A/C Payee Demand Draft in favour of PFCCL payable at New Delhi

4.5.2. All Bank Guarantees shall be provided by the Lead Consortium Member in the format prescribed in Annexure 1.

4.5.3. Any Bid not accompanied by a substantially responsive Bid Security in accordance with Annexure 1 shall be rejected by PFCCL as non-responsive,

4.5.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the signing of the contract with the Project Implementing Consortium.

4.5.5. The Bid Security of the Project Implementing Consortium shall be returned as promptly as possible once the Project Implementing Consortium has furnished the required Performance Security for Project Implementation as per clause 6.21.1.1 and signed the contract with PFCCL.

4.5.6. The Bid Security may be forfeited if:

- a. Bidder withdraws its Bid during period of bid validity as specified in Clause 4.17.
- b. Selected Bidder:
 - i. fails to sign the Contract in accordance with Annexure 12; or
 - ii. fails to furnish a Performance Security for Project Implementation in accordance with Clause 6.21.1.1; or
 - iii. fails to accept the correction of its Bid price pursuant to Clause 5.6; or
 - iv. is found to have submitted false particulars/ fake documents; or
 - v. refuses to execute the work at his agreed scope/quoted rates, after PFCCL issues the Letter of Award;
 - vi. is involved in incidents of manipulation of rates by cartelization.

4.5.7. The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the relevant Lead Consortium Member.

4.5.8. No interest shall be paid to Bidder on any amount submitted to PFCCL, whether to be returned or not.

4.6. Bidders to Inform Itself Fully

4.6.1. Bidder shall make independent enquiry and satisfy itself with respect to all required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once Bidder has submitted 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 as Project Implementing Consortium, 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 supply or financial compensation for any reason whatsoever.

- 4.6.2. The Bidders should particularly acquaint themselves with the technical requirements of HPSEB'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. PFCCL and HPSEB shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up the Project other than those covered under PFCCL / HPSEB's conventional business.

4.7. Compliance

- 4.7.1. Any Consortium Member, Company, or its Subsidiary or its Affiliates shall participate as a Member of not more than one Consortium bids. No Consortium Member, Company, its Subsidiary or its Affiliates shall, directly or indirectly, become a party to submission of more than one Bid. However, a lead consortium member or an individual Bidder shall not bid with any other consortium.
- 4.7.2. Notwithstanding anything stated above, PFCCL reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Criteria and may request for any additional information/ documents. PFCCL 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 bidding or Project execution process, any order/ ruling is found to have been passed in last 1 year preceding Bid Submission Deadline by a competent Court of Law against or any appropriate Commission against any Consortium Members or its Affiliates for its material breach of any contract, then Bids from such Bidders shall be liable to be rejected in totality. All Bidders shall confirm in accordance to Annexure 3 that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Subsidiary or its Affiliates. In case of any such order/ ruling, it is duty of Bidder to inform PFCCL for the same.
- 4.7.4. Any removal/ change/ replacement of manpower shall be notified to PFCCL within 7 (seven) calendar days along with the Curriculum Vitae of the personnel replacing the previous personnel.
- 4.7.5. If the Bid Security from any Bidder is forfeited or lapsed either partly or wholly during the Bid process, then such Bidders and Consortia are liable for rejection.
- 4.7.6. Qualified Bidders and Project Implementing Consortium shall continue to maintain compliance with the Eligibility Criteria throughout the bidding process and project implementation period, respectively as the case may be. Failure to comply with the aforesaid provisions shall make the Bid and the Contract liable for rejection at any

stage of the Project.

- 4.7.7. The Lead Consortium Member shall be the point of contact for the Consortium during the Bid process before award of the project to the Project Implementing Consortium, and PFCCL shall communicate directly to the contact person appointed through the Power of Attorney as per Clause 4.14.7. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of PFCCL, and PFCCL shall not bear any liability whatsoever in this account.
- 4.7.8. The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities except for core components of AMI like RF Communication, MDM, HES, Cloud.
- 4.7.9. PFCCL reserves the right to remove any proposed subcontractor of the Bidder prior to award of any work related to either the Bidding or Project, or during the work, without assigning any reason thereof.

4.8. Study of HPSEB's Existing Systems

- 4.8.1. A brief regarding details of existing systems relevant to the AMI project is given at clause 3.2. However, All Bidders are advised to visit and examine the site and existing Data Centre facilities where the facilities are to be installed and its surrounding, and obtain for itself, on its own responsibility and cost, all information that may necessary for preparing the Bid and entering into a contract for supply and installation of the facilities. 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 will be granted permission, through the assistance of PFCCL, by the HPSEB 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 PFCCL and HPSEB 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

- 4.9.1. Bidders, through the Lead Consortium Member, may seek clarifications on this RFP in writing, through a letter, fax or email to reach PFCCL no later than 15 (Fifteen) calendar days prior to the Bid Submission Deadline.
- 4.9.2. PFCCL 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.
- 4.9.4. PFCCL 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. If required, a Pre-Bid Meeting would be held in Delhi/ Shimla. The details regarding the same would be intimated to the bidders.

4.11. Amendments to RFP

4.11.1. PFCCL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder 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 PFCCL 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. Such documents shall be sent by email to the person designated by the Bidder.

4.11.3. PFCCL 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 PFCCL 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 seven (7) 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, PFCCL 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.mstcecommerce.com/eprhome/pfcl 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. Bidder's guide for Submitting Bid on MSTC's E-Procurement Portal is enclosed at Annexure 16.

4.12.2. Bidders may prepare, edit, substitute or withdraw their offers any number of times online before the Bid Submission Deadline. Any change or withdrawal of the physically submitted Bid to PFCCL before the Bid Submission Deadline shall be accompanied with a written notice duly signed by the Authorized Representative of the Lead Consortium Member. Any revised physical submission shall be duly and legibly marked as 'REVISED' along with the date of submission, while the withdrawn submission shall be marked as 'WITHDRAWN' along with the date and signature of

the Authorized Representative. 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 granted.

- 4.12.3. In addition to the electronic submission, the Bidder shall also provide 1 no. of hard copy/(ies) of the Technical Bid to PFCCL in a sealed envelope before the Bid Submission Deadline at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001.
- 4.12.4. The hard copy of the Technical Bid shall be sent to PFCCL via Registered Post with Acknowledgement Due (RPAD), speed post or courier which should reach PFCCL before the Bid Submission Deadline. Whereas hand delivery is also accepted.
- 4.12.5. The sealed envelope shall contain hard copies of all original and/ or attested documents submitted in physical submission of Technical Bid. The separate sealed envelope shall also contain requisite hard copies of the Tender Fee and Bid Security.
- 4.12.6. The sealed envelope shall be clearly marked on the top as “*Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.)*” The sealed envelope shall be addressed to PFCCL. The sealed envelope shall also clearly mention the name of the Lead Consortium Member submitting the Bid.
- 4.12.7. The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.
- 4.12.8. In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.
- 4.12.9. Insufficiency of the electronically submitted Bid shall not be compensated by any information, documentation or material provided additionally in the physically submitted documents in the sealed envelope.

4.13. Bid Formats

- 4.13.1. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.
- 4.13.2. Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 4.13.3. The Lead Consortium Member shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this RFP.

4.14. Technical Bid

- 4.14.1. The Technical Bid shall contain a covering letter by the Lead Consortium Member duly designated and signed by all Members of that Bidding Consortium as per the format prescribed in Annexure 3.
- 4.14.2. The Technical Bid shall contain a legally enforceable Consortium Agreement 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 Annexure 4. In the absence of a duly executed Consortium Agreement, the Bid shall not be considered for evaluation and will be rejected.
- 4.14.3. In case of a single company approaching as a Bidder, the Consortium Agreement shall not be required.
- 4.14.4. The Technical Bid shall contain Power of Attorney from each Consortium Member in favor of the Lead Consortium Member as per the format prescribed in Annexure 5.
- 4.14.5. In case 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 Annexure 5.
- 4.14.6. Provided further that such Board resolutions/Power of Attorney/authorization, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted
- 4.14.7. Lead Consortium Member shall designate one person to represent Bidding Consortium in its dealings with PFCCL. The person designated by Lead Consortium Member shall be authorized through a Power of Attorney as per Annexure 6 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of Consortiums, etc. and attach the same in Technical Bid.
- 4.14.8. The Technical Bid shall contain signed Letter of Consent as per Annexure 7 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.
- 4.14.9. Tender Fees and Bid Security as prescribed in Section 2 as per format prescribed in Annexure 1.
- 4.14.10. All documents required to prove/ substantiate the Eligibility of the Bidders and Bidding Consortium as required in Eligibility Criteria Clause 4.3. including:
 - 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.
- c. Copy of the Goods and Services Tax (GST) Registration Certificate of the Lead Consortium Member.
 - d. Provident Fund (PF) Certificate indicating PF Code of the Lead Consortium Member.
 - e. Copy of Permanent Account Number (PAN) Card of the Lead Consortium Member.
 - f. Certificate of Commencement of Business issued by the Registrar of Companies for Lead Consortium Member clearly indicating the number of years of operation
- 4.14.11. The Bidder shall provide a clear and concise Project Plan covering the following topics as a part of the Technical Bid:
- a. Understanding of PFCCL and its requirement with respect to project implementation;
 - b. Details of proposed methodology;
 - c. Project team structure during implementation period as well as during 7 yrs FMS period;
 - d. Resource planning and estimation;
 - e. Risk planning; and
 - f. Detailed work plan and timelines along with clear mention of deliverables
- 4.14.12. The Technical Bid of the Bidder shall contain the Bill of Quantities (BoQ) in the format prescribed in Annexure 10 that should commensurate with the Financial Bid without any mention of costs/ prices.
- 4.14.13. The BoQ shall be accompanied by the make, model, detailed specifications, literature, drawings, etc. of the supply in the Technical Bid demonstrating substantial responsiveness of the quoted Solution.
- 4.14.14. Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) Bids shall be rejected.

4.15. Financial Bid

- 4.15.1. The Financial Bid shall only be submitted electronically as per the format prescribed in Annexure 11. No hard copy of the Financial Bid shall be submitted.
- 4.15.2. The Financial Bid shall clearly indicate the cost of all hardware, software, services, operation, maintenance, recurring costs, taxes, duties, levies, cess and all other costs that contribute to the 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. For any other taxes/duties/levies please specify the nature and rate of tax with proof. The rate of claimed taxes shall be mentioned by the bidder with the un-priced BoQ in submission of the technical bid. The Financial Bid will be evaluated on the basis of total cost inclusive of all taxes/duties/levies. However, GST and other cess would be paid at applicable rates, on the date(s) of payment.
- 4.15.3. The heads indicated in the BoQ of the financial bid is indicative. The Bidder shall add additional heads of equipment, services, etc. as deemed necessary by the Bidder in

the Financial Bid.

- 4.15.4. The Bidder shall quote the charges for Facility Management Services (FMS). However these charges will be applicable only after the Operational Acceptance testing. Any link charges before the operation acceptance test shall be in the Bidder's scope.
- 4.15.5. Unit prices (exclusive of all taxes/duties/levies/cess etc.) quoted by Bidder shall be firm and final, and shall remain constant throughout period of execution of the Project and any subsequent contracts, and shall not be subject to any upward modifications.
- 4.15.6. 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 this RFP, shall be borne by the Bidder with no financial liability on PFCCL.
- 4.15.7. Any additional item beyond the Scope of Work required for expansions during the execution period of the Project shall be supplied by the Project Implementing Consortium keeping the specifications and unit price same as per the BoQ and Financial Bid, respectively.
- 4.15.8. All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk and absorb all costs related to foreign exchange variations during the execution of the Project.
- 4.15.9. *Reverse Auction*: PFCCL reserves the right to conduct the reverse auction (if required) for the products/ services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure - B of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance
- 4.15.10. Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) Bids shall be rejected.

4.16. Bid Submission Deadline

- 4.16.1. All Bids shall be electronically submitted and physically received by PFCCL no later than the Bid Submission Deadline indicated in Section 2 of this RFP.
- 4.16.2. Any bid received by PFCCL after the Bid Submission Deadline prescribed by PFCCL shall be rejected and returned unopened to the Bidder.
- 4.16.3. PFCCL 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 PFCCL 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 Bidding Consortium shall be valid for a period of 6 Months from the submission of the Bid. The bid security shall be valid for 120 days beyond the end of validity period of the bid. This shall also apply if the period of the bid validity is extended.

4.17.2. All such offers, and terms and conditions set forth in this RFP shall be valid for the Project Implementing Consortium till the successful completion of the Project as certified by PFCCL/ HPSEB Ltd.

4.17.3. In exceptional circumstance, PFCCL may solicit Bidder's consent to an extension of bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, 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

5.1.1 The Bidding process is designed to select the Project Implementing Consortium through Price discovered as per the Financial Bid or through the Reverse Auction process if undertaken.

5.1.2 The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. The Technical Bid shall be submitted as a hard and soft copy to PFCCL, while the Financial Bid shall only be submitted electronically.

5.1.3 First Stage-Fulfilment of Eligibility Criteria

5.1.3.1 The Technical Bids shall be opened by PFCCL and be checked for fulfilment of the Eligibility Criteria of the Bidder or Bidding Consortium.

5.1.4 Second Stage-Technical Evaluation for Project Implementing Consortium

5.1.4.1 The Technical Bids of all Bidders qualifying the Eligibility Criteria shall be scored based on the criteria including but not limited to volume, reliability and timely delivery of similar work done, as outlined in Clause 4.3.1. The bidders scoring more than 70 marks out of 100 as described in technical bid evaluation (Annexure A) shall qualify for the next stage of evaluation.

5.1.5 Third Stage-Opening of Financial Bid

5.1.5.1 Financial Bids of only the technically Qualified Bidders would be opened as per Clause 4.15 and 5.8 and the Bidder would be asked to participate in the Reverse Auction process if undertaken.

5.1.6 Fourth Stage-Award of Project

5.1.6.1 The Qualifying Bidder (the "Successful Bidder") shall be awarded the Project at the Lowest Price (L-1) discovered as per the Financial Bid or Lowest Price (L-1) discovered through the Reverse Auction process, if undertaken.

5.2. Opening of Technical Bids

5.2.1 The Technical Bids shall be opened in presence of all Bidders and their representatives at date and time indicated in Section 2 of this RFP at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001.

5.2.2 The physical submission of the Technical Bids in the sealed envelope shall be opened simultaneously to check for the tender fees and the Bid Security.

5.2.3 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 PFCCL to the Bidders.

5.2.4 PFCCL shall then separately evaluate the Bids with respect to the Eligibility Criteria, sufficiency of the submission, as well as other parameters outlined in this RFP.

5.3. Confidentiality

- 5.3.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 5.3.2 Any attempt by a Bidder to influence PFCCL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 5.3.3 If any Bidder, from the time of opening the Technical Bids to the time of Contract award, wishes to contact PFCCL on any matter related to the bidding process, it should do so in writing.

5.4. Clarification

- 5.4.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, PFCCL may, at its discretion, ask any Bidder for a clarification of its Bid.
- 5.4.2 Any clarification submitted by a Bidder that is not in response to a request by PFCCL shall not be considered.
- 5.4.3 PFCCL's request for clarification and the response shall be in writing.
- 5.4.4 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by PFCCL in the evaluation of the Financial Bids.

5.5. Responsiveness of Technical Bid

- 5.5.1 PFCCL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 5.5.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a. Does not meet all the Minimum Technical Specifications; or
 - b. Affects the scope, quality, or performance of the Solution; or
 - c. Limits or is inconsistent with the RFP, PFCCL's rights or the Bidder's obligations;
 - d. If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals; or
- 5.5.3 Deleted.
- 5.5.4 Deleted.
- 5.5.5 The entire order, if placed, shall be executed in accordance with Specifications and any other conditions etc.

5.6. Non-Conformities, Errors and Omissions

- 5.6.1 Provided that a Technical Bid is responsive, PFCCL may waive any non-conformity or omission in the Bid.
- 5.6.2 Provided that a Technical Bid is responsive, PFCCL 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.
- 5.6.3 Provided that the Technical Bid is responsive, PFCCL 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 PFCCL 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, PFCCL shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
- 5.6.4 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

- 5.7.1 All Bids will first be evaluated with respect to Eligibility Criteria given in Clause 4.3.1.
- 5.7.2 All Bids successfully fulfilling the Eligibility Criteria shall be scored based on the parameters as per Annexure A.
- 5.7.3 The Bidders are informed that scores shall be credited only upon satisfactory submission of the necessary documents and certificates provided by clients of the Bidders as per Clause 4.3.1 and 4.14.10.

5.8. Opening of Financial Bid

- 5.8.1 At the completion of the technical evaluation, PFCCL shall intimate the successful Implementing Consortia for opening of Financial Bids of the Qualifying Consortia.
- 5.8.2 Financial Bids shall be opened in the presence of authorized representatives of all technically qualified consortia at the date and time indicated in Section 2 of this RFP at PFC Consulting Ltd. 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001. The Bidders would be asked to participate in the Reverse Auction process, if undertaken, as per the Terms and Conditions provided in Annexure B.
- 5.8.3 The successful bidder would be the one with lowest price (L-1) as per the Financial Bid or lowest price (L-1) after the Reverse Auction Process, if undertaken.

5.9. Award of Contract

- 5.9.1 PFCCL shall present the Letter of Award to the Successful Bidder and invite the Performance Security for project Implementation in order to sign a Contract (the "Contract") to implement the Project.
- 5.9.2 At the time the Contract is awarded, the quantity indicated in the BoQ of the Financial Bid shall not be modified. However, PFCCL reserves the right to increase or decrease the number of items under this contract upto 1 year after project implementation i.e. till completion of first year of FMS period, subject to the limit of 20% of the existing number of items, covered under the Contract, without any change in the unit prices or other terms and conditions of the RFP and the Bid.
- 5.9.3 Prior to the expiration of the period of Bid validity, PFCCL shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 5.9.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 5.9.5 Promptly after notification, PFCCL shall send to the successful Bidder the Agreement for implementation of the Project.
- 5.9.6 Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to PFCCL. If Agreement has not been signed within 14 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of Performance Security for Project Implementation amount will be recovered from firm which will be calculated from due date of signing of agreement till the actual date of signing of the agreement.
- 5.9.7 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.
- 5.9.8 Within fourteen (14) days of the receipt of notification of award from PFCCL, the successful Bidder shall furnish the Performance Security for Project Implementation as per clause 6.21.1.1, using for that purpose the format of Performance Security given in Annexure 13. If this Performance Security has not been submitted within 14 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of this Performance Security amount will be recovered from firm which will be calculated from due date of submission of Performance Security till the actual date of submission of Performance Security. This Performance Security shall be assigned to HPSEB.
- 5.9.9 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event PFCCL may award the Contract to the next successful Bidder whose offer is responsive.
- 5.9.10 Prior to opening of Financial Bid, PFCCL may ask the technically qualified bidders to demonstrate their interoperability solutions through use cases as per the requirements provided in Annexure D on a specified date. The bidders should be able to successfully demonstrate integration of their NIC/Communication module with meters of at least 3 manufacturers in India till HES and/or MDMS.

6. General Conditions of Contract

6.1. Contract Documents

6.1.1. Subject to the order of precedence set forth in the RFP, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

6.2. Interpretation

In this Contract unless a contrary intention is evident:

6.2.1. PFCCL/ HPSEB, the Bidder, and the Project Implementing Consortium shall individually be referred to as "Party" and collectively as "Parties."

6.2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;

6.2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

6.2.4. A word in the singular includes the plural and a word in the plural includes the singular;

6.2.5. A word importing a gender includes any other gender;

6.2.6. A reference to a person includes a partnership and a body corporate;

6.2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

6.2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which has a corresponding meanings;

6.2.9. In the event of an inconsistency between the terms of the RFP, Bid document and the subsequent Contract, the terms of this RFP hereof shall prevail.

6.2.10. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable PFCCL to determine that the products are equivalent to those named.

6.3. Entire Agreement

6.3.1. This RFP constitutes the entire agreement as a part of the Contract between Parties supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

6.4. Amendment

6.4.1. No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of both PFCCL and the Project Implementing Consortium thereto.

6.5. Waiver

6.5.1. Subject to Clause 6.5.2 below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

6.5.2. The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as :

- a. A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b. A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c. Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

6.6. Severability

6.6.1. If any provision or condition of Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect validity or enforceability of any other provisions and conditions of Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

6.7. Language

6.7.1. The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and PFCCL, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.

6.7.2. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation. The Contractor shall be bound to the English translation and what has been stated therein.

6.8. Consortium

6.8.1. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. 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 Contract, during contract execution. The composition of the consortium cannot be altered.

6.8.2. Without prejudice to Clause 6.8.1, for the purposes of fulfilment of its obligations as laid down under the Contract where PFCCL deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between PFCCL 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 also the subcontractors.

6.8.3. All payments shall be made by PFCCL in favor of the Lead Consortium Member.

6.9. Notices

6.9.1. All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

6.9.2. If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the Party to whom the notice is meant and sent for.

6.9.3. All notices under this contract shall be sent to or delivered to the nodal person as specified by the Parties.

6.9.4. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

6.10. Governing Law

6.10.1. The Contract shall be governed by and interpreted in accordance with laws of the India. The Courts of state capital shall have exclusive jurisdiction in all matters arising under this Contract.

6.11. Settlement of Disputes

6.11.1. PFCCL and the Contractor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

6.11.2. If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in section 6.11.

6.11.3. All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter

provided. The arbitration shall be conducted by three arbitrators, one each to be nominated by Contractor and Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

6.11.4. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

6.11.5. The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

6.11.6. The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put for the purpose of obtaining the said decision.

6.12. Corrupt Practices

6.12.1. PFCCL requires Bidders, Suppliers, and Contractors to observe the highest standard of ethics during the execution of such contracts.

6.12.2. The following definitions apply:

“Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PFCCL designed to influence the action of any party in a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

6.12.3. PFCCL will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

6.12.4. After award of the contract if it comes to the knowledge of PFCCL that the Supplier has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, PFCCL shall forthwith terminate the Contract as per the provisions of Clause 6.40.

6.13. Scope of Work

- 6.13.1. The goods and services to be provided by the Contractor to PFCCL including but not limited to supply of hardware, transportation, software, installation, integration, testing, commissioning, training operation, maintenance and other services (the “Solution”) are provided in Volume II of this RFP and subsequent details regarding the Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) are provided in Volume-II of this RFP.
- 6.13.2. At the time of awarding the contract, PFCCL shall specify any change in the Scope of Work. Such changes may be due for instance, if the quantities of supply and Related Services are increased or decreased at the time of award.
- 6.13.3. Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for comprehensive, successful and satisfactory implementation of the Solution as if such items were expressly mentioned in the Contract.
- 6.13.4. All Goods and Related Services to be performed under the Scope of Work shall first be documented, detailed, designed, and specified for approval of PFCCL. The Contractor shall dispatch and/ or commence implementation of the Solution only after written dispatch approval/ clearance of PFCCL. In case of any amendments suggested by PFCCL, the Contractor shall document the amendments and re-submit for PFCCL’s approval.
- 6.13.5. During the contract period, a monthly project report shall be furnished to PFCCL/ HPSEB within first 7 days of the calendar month. It shall contain project related progress and other information in a pre-agreed format.

6.14. Delivery

- 6.14.1. Subject to provision in Clause 6.39, the completion of implementation of the Solution by the Contractor shall be in accordance with the Implementation Schedule as specified in Annexure E. The Contractor shall furnish all the details of shipping and other documents to PFCCL.

6.15. Contractor’s Responsibilities

- 6.15.1. The Contractor shall successfully implement the Solution as per the Scope of Work provided in Volume II of this RFP, and Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) provided in Volume-II of this RFP.

6.16. HPSEB’s Responsibilities

- 6.16.1. HPSEB to provide the following support to the Contractor:
- a. Provide free of cost information/data, or arrange for such information as may be required by the Contractor to provide its services
 - b. Provide all required data to Contractor to extent possible to identify all consumers

- connected on identified Sub-stations and feeder lines of AMI Project Area
- c. HPSEB may provide on Contractor's request, particulars/ information/ documentation that may be required by the Contractor for proper planning and execution of Scope of Work under this Contract
 - d. Necessary support in framing specifications for the AMI Infrastructure
 - e. Whenever implementation of any component of the Solution requires that Contractor obtain permits, approvals, and import and other licenses from local public authorities, HPSEB Ltd. shall, if so required by the Contractor, make its best effort to assist the Contractor in complying with such requirements in a timely and expeditious manner.
 - f. Obtaining regulatory approvals from relevant Govt. organizations
 - g. Bear all statutory charges like the fee to be paid along with the applications/ petitions to be filed before the regulator, other agencies, stamp papers, affidavits, registration fee, agreements or contracts as also any expenditure towards any law suits etc., if any, and Contractor shall in no way be responsible to bear either the charges or put in any extra effort in order to assist HPSEB in such activities relating to such law suits
 - h. Provide necessary support to Contractor, as may be required, in relation to (amongst others) access to HPSEB's/ consumers premises, installation of AMI infrastructure, repair and maintenance services, signing of ownership and license agreements with the HPSEB's/ consumers
 - i. Share all documents related to energy consumption of AMI Infrastructure
 - j. Provide necessary permission and isolations to carry out civil foundation, electrical wiring, mechanical fitment and other related activities to install and/ or replace AMI Infrastructure;
 - k. Allow Contractor's experts and/or O&M staff to work in Project Area during Term of Contract
 - l. Allow Contractor to use existing power and water supply and necessary equipment required for civil construction (if applicable)
 - m. Not move, remove, modify, alter, or change the Equipment or any part thereof of the equipment in the boundary of the AMI Infrastructure installed by the Contractor without the prior written approval of Contractor. HPSEB shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by Contractor
 - n. Ensuring Quality of Supply and Maintenance of Power Supply System in Project Area. Provide power supply required for performance of the Project activities and for installation, testing and operation of the AMI Infrastructures.
 - o. Review and approval of the Contractor's designs, drawings, survey reports & recommendations, approval of test procedures, training plans & Manuals.
 - p. Participation in and approval of "Type" tests as well as factory and site acceptance tests
 - q. Providing support and access to facilities at sites, including consumer premises
 - r. Arranging for necessary shutdowns and work permits & obtaining requisite statutory clearances and/or approvals as required for project work
 - s. Providing available details of the consumer indexing and informing Contractor of any changes in network during project installation and maintenance period
 - t. Contractor has to arrange office space on its own in Shimla and Dharamsala and bear expenses and PFCCCL/ HPSEB will not bear any liability for the same. However, space for material storage would be provided by HPSEB at no extra cost

for storing supplied equipment in respective areas where project work is in progress.

- u. Work with Contractor to ensure that FMS staff of Contractor would get all required assistance in carrying out the FMS activities for the Project
- v. Replace or repair existing equipment (other than AMI Infrastructures), like poles, cables, transformers etc. wherever necessary to make AMI Infrastructure operational and/ or safe from hazards and maintain all portions of facilities, that are not included in Contractor's scope of maintenance, in proper working condition
- w. Correct any irregularity the cause of which has been brought to its attention by Contractor
- x. No extra cost shall be paid by HPSEB/ PFCCL in case of delayed beyond the stated completion period

6.16.2. Chief Executive Officer (CEO), PFCCL or any other person designated by the CEO, PFCCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Contractor. CEO, PFCCL or any other person designated by the CEO, PFCCL shall approve all such documents within 30 working days.

6.16.3. PFCCL in coordination with HPSEB will provide support on a list of items and services as mentioned in section 2.6 of Volume II of this RFP.

6.16.4. The Contractor will not use the documents/information and other data received from PFCCL/ HPSEB for any other purpose and the same will not be disclosed to any other person except to the extent required and utmost secrecy will be maintained

6.16.5. Wherever relevant data/ input required for project, is not available from PFCCL/ HPSEB, suitable assumptions would be made by Contractor under intimation to PFCCL.

6.16.6. The Contractor will be given a prior notice of two (02) working days for attending any meeting/ discussion/ hearing etc.

6.17. Contract Price

6.17.1. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 6.20.

6.17.2. Prices charged by the Contractor for the Solution performed under the Contract shall not vary from the prices discovered as per Financial Bid or from the Reverse Auction process if undertaken as per clause 4.15 and 5.8, with the exception of any price adjustments authorized in the RFP.

6.17.3. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract, with the exception of any price adjustments authorized under clause 6.20 and 6.31.

6.18. Terms of Payment

- 6.18.1. The Contract Price shall be paid in the manner specified in the RFP. No invoice for additional work/change order on account of change order will be submitted by the Contractor unless the said additional work/ change order has been authorized/ approved by PFCCL in writing.
- 6.18.2. The Contractor's request for payment shall be made to CEO, PFCCL in writing, accompanied by invoices describing, as appropriate, the relevant component of the Solution performed, accompanied by the documents submitted pursuant to Contractor's responsibilities.
- 6.18.3. All payments shall be made by PFCCL in favor of the Lead Consortium Member.
- 6.18.4. The release of payments shall be progressive and performance/ output-based as per the Payment Schedule in Clause 6.19, where the payments shall be made for measured deliverables and outputs on acceptance by PFCCL.
- 6.18.5. The Project Implementing Consortium shall obtain sign-off for each milestone completed from PFCCL and raise invoice against the same.
- 6.18.6. Payments shall be made promptly by PFCCL, no later than fifty (50) days after submission of an invoice or request for payment by Lead Consortium Member, and PFCCL has accepted it. No interest shall be paid by PFCCL on delayed payments.
- 6.18.7. Power to withhold: Notwithstanding anything contained in the Payment Schedule mentioned below, if in the opinion that Project Implementing Consortium is deficient in any manner in comparison to the prescribed standards, PFCCL shall be at liberty to withhold a reasonable portion of the payments due to the Contractor, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of PFCCL under this Contract.
- 6.18.8. If any excess payment has been made by PFCCL due to difference in quoted price in proposal and Contractor's invoice, PFCCL may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.
- 6.18.9. The currency in which payment shall be made to the Contractor under this contract is Indian Rupees (INR).

6.19. Payment Schedule

- 6.19.1. The payment terms for AMI system establishment and related services milestones in sequence are given below:

S. No	Milestone	Payment (%of Contract Value Excluding FMS Charges)
1	Acceptance of Letter of Award (LoA), submission of Performance Security for project implementation as per clause 6.21.1.1, execution of Agreement between PFCCL and the Contractor and updation of PFC web portal regarding award details by PFCCL and approval of survey reports of the entire project area.	2%
2	Delivery, site installation and integration of first lot of 5% smart meters with related hardware, software and equipment and successful completion Field Installation and Integration Test (FIIT).	10%
3	Delivery of smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT). This payment shall be released on pro-rata basis considering delivery, site installation and integration of 14 lots of 10000 smart meters each with related hardware, software & equipment after successful completion Field Installation and Integration Test (FIIT) of each lot.	38%
4	Installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance test (SAT)	15%
5	3 months of Successful operation of AMI System as per SLA/ Guaranteed Performance Test (GPT) and operational acceptance.	15%
6	Completion of 1 st year FMS	10%
7	Completion of balance 6 years Facility Management Services (FMS) period	Yearly payments for FMS Period Year 2 to Year 7 (Total 10%) as per below: 1%, 1%, 2%, 2%, 2% & 2%
	Total	100%
8	Charges towards FMS during FMS period of 7 years (<i>to be initiated only after submission of Performance Security for FMS as per clause 6.21.1.2) (Total FMS charges for the period of 7 years should be minimum 20% of the Contract Value Excluding FMS Charges)</i>	On Quarterly basis on satisfactory completion of FMS.

6.20. Taxes and Duties

6.20.1. For goods supplied from outside India, Contractor shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside India.

6.20.2. For goods supplied from within India, the Contractor shall be entirely responsible for all the taxes, duties, license fees, other levies/ cess etc., incurred until the complete implementation of the Solution for PFCCL.

6.20.3. The following may be noted regarding applicability of taxes, duties, cess etc.

- a) GST and Cess as applicable will be paid extra on a given taxable good and/or service. The amount and percentage (%) of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). The Input Tax Credit (ITC) available, if any, under the GST law as per

the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

- b) The Contractor should charge GST in Invoice at the rate applicable at the time of raising the invoice. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Contractor.
- c) However, any refund received by the Contractor on account of GST charged from the PFCCL; such refund shall have to be passed on to PFCCL, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Contractor. Further, PFCCL has a right to recover the amount of GST along with penal interest if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.
- d) In case, Government revises the rate of GST rate / Code during the tenure of the contract, the provision of PFCCL's statutory variation clause 6.20.5 shall apply.
- e) In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to PFCCL and the Contractor should inform such changes to PFCCL from time to time.
- f) The Contractor has to provide their GST Registration No. It is mandatory. Offer without GST Registration No. will be out rightly rejected.
- g) It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

6.20.4. Contractor shall provide a copy of all paid tax challans/ receipts to PFCCL for record.

6.20.5. Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the Contractor's offer if it takes place within the original contractual delivery date will be to PFCCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PFCCL.

6.20.6. Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to PFCCL for reasons associated with non-compliance/ incorrect compliance by Contractor, PFCCL shall be entitled to recover such amount from Contractor by way of adjustment from any of subsequent invoices submitted by Contractor to PFCCL. In addition to the amount of GST, PFCCL shall also be entitled to recover interest and

penalty, in case any interest and/or penalty are imposed by the tax authorities on PFCCL for incorrect/wrong availment of Input Tax Credit. PFCCL shall determine whether the denial of credit is linked to non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on Contractor.

6.20.7. Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the Successful Bidder by PFCCL.

6.21. Performance Security

6.21.1. The Contractor shall

6.21.1.1. Within fourteen (14) days of the notification of Contract award, provide a Performance Security for project implementation in the form of an irrevocable Bank Guarantee valid up to a period of six months after one (1) year from the date of Operational Acceptance of the project, or extended thereafter, to the tune of 10% of the Contract Value excluding FMS Cost for the due performance of the Contract in the amounts and currencies specified in the RFP based on the format prescribed in Annexure 13. If Contract Performance Security has not been submitted within 30 days from issuance of Letter of Award, then penalty @0.35% per week or part thereof of the value of Performance Security amount will be recovered from firm which will be calculated from due date of submission of Performance Security till the actual date of submission of Performance Security.

6.21.1.2. Also submit a separate Performance Security for FMS in form of an irrevocable Bank Guarantee with value of 10% Contract Value excluding FMS Cost plus 10% of FMS cost, valid for period of 6 months from date of completion of seven year FMS or extended thereafter . This Performance Security for FMS needs to be submitted as per format prescribed in Annexure 14 prior to discharge of Performance Security BG for project implementation. If Performance Security for FMS has not been submitted within 30 days from date of Operational Acceptance of project, then penalty @0.35% per week or part thereof of the value of Performance Security for FMS amount will be recovered from firm which will be calculated from due date of submission of Performance Security for FMS till the actual date of submission of Performance Security for FMS.

6.21.2. The above Performance Securities would be assigned to HPSEB Ltd. and shall be valid as per clause 6.21.1.1 and 6.21.1.2 and shall be extended time to time.

6.21.3. Payments as per clause 6.19 shall be made to the Contractor only after receipt of the respective Performance Security by PFCCL.

6.21.4. PFCCL shall at its sole discretion invoke respective Performance Security and appropriate amount secured there under, in the event that Contractor commits any delay or default in implementation of the Solution during the contract period (including FMS period) or commits any other breach of the terms and conditions of the Contract.

6.21.5. The Performance Security shall be discharged by PFCCL and returned to the Contractor as per the following:

- 6.21.5.1. **Performance Security for Project Implementation** – not later than six months and thirty (30) days after one (1) year from the date of Operational Acceptance of the project, unless specified otherwise in the RFP and only upon submission of Performance security for FMS.
- 6.21.5.2. **Performance Security for FMS** - not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty and FMS obligations, unless specified otherwise in the RFP.
- 6.21.6. In case of any delay by the Contractor in performing the activities of the Scope of Work with respect to the Project Execution Timeline, then upon PFCCL's request, the Contractor shall extend the validity of the original Performance Security for the period for which the contract is extended.

6.22. Intellectual Property

- 6.22.1. PFCCL/ HPSEB shall own and have a right in perpetuity to use all newly created Intellectual Property which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to PFCCL/ HPSEB and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of PFCCL/ HPSEB. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor assigns those Intellectual Property Rights to PFCCL/ HPSEB on creation.
- 6.22.2. Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of goods supplied / installed by the Contractor, the same shall be acquired in the name of PFCCL/ HPSEB, and the same may be assigned by PFCCL/ HPSEB to the Contractor solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of PFCCL/ HPSEB.
- 6.22.3. The Contractor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Contractor shall keep PFCCL/ HPSEB indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel during the course of performance of the Related Services. In case of any infringement by the Contractor, the Contractor shall have sole control of the defense and all related settlement

negotiations

6.22.4. Subject to Clause 6.23, the Contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Contractor that existed before the effective date of the contract.

6.23. Confidential Information

6.23.1. Both Contractor and PFCCL undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.

6.23.2. After the entering of the Contract, PFCCL and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its subcontractor such documents, data, and other information it receives from PFCCL to the extent required for the subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

6.23.3. PFCCL shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from PFCCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

6.23.4. The obligation of a Party under Clauses 6.23.1 and 6.23.2 above, however, shall not apply to information that:

- a. PFCCL or Contractor need to share with the institutions participating in the financing of the Contract;
- b. now or hereafter enters the public domain through no fault of that Party;
- c. can be proven to have been possessed by that Party at time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- d. Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

6.23.5. The above provisions of this Section 6.23 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

6.23.6. Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-contractors.

6.23.7. The provisions of this Clause 6.23 survive completion or termination, for whatever reason, of the Contract.

6.24. Subcontracting

6.24.1. Bidders can use credentials of Sub-Contractors subject to condition that a Sub-Contractor cannot participate as Bidder/ Consortium Member in bid process. Contractor shall only be permitted to change/ replace subcontractor(s) after seeking prior approval of PFCCL.

6.25. Conflict of Interest

6.25.1. The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

6.25.2. PFCCL considers a conflict of interest to be a situation in which a Party has interests that could improperly influence that Party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

6.25.3. The Contractor for PFCCL cannot participate in the bidding process or be appointed as a consultant or a third-party inspection agency for the same Project.

6.25.4. If the Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, the PFCCL may choose to terminate this contract as per Clause 6.40 of this RFP.

6.26. Specifications and Standards

6.26.1. Technical Specifications and Drawings:

- a. The Contractor shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- b. The Goods and Related Services (i.e. AMI system, including hardware & software) supplied under this Contract shall conform to the latest standards issued by relevant agencies such as Bureau of Indian Standards, Central Electricity Authority and others as mentioned in the Scope of Work, inclusive of revisions. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

6.26.2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by PFCCL and shall be treated in accordance with Clause 6.38.

6.26.3. Whenever new specifications, codes and revisions are issued during the period of the contract, the Contractor shall attempt to comply with them, provided that no additional expenses are charged to the PFCCL.

6.27. Packing and Documents

6.27.1. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. PFCCL not be responsible in any manner for any loss or damage caused to the Goods during Transit.

6.27.2. The packing, marking, and documentation within & outside the packages shall comply strictly with best practices including such special requirements as shall be expressly provided for in the Contract and in any other instructions ordered by PFCCL.

6.28. Insurance

6.28.1. The Goods supplied under the Contract shall be fully insured by the Contractor, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the RFP.

6.29. Transportation

6.29.1. The Contractor shall at its own risk and expense transport all the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

6.29.2. Unless otherwise provided in Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Contractor's Equipment.

6.29.3. Upon dispatch of each shipment of Contractor's Equipment, Contractor shall notify PFCCL in writing, fax or e-mail of description of Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Project Site. The Contractor shall furnish PFCCL with relevant shipping documents to be agreed upon between the parties.

6.29.4. The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Contractor's Equipment to the Project Site. PFCCL shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless PFCCL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Contractor's Equipment to the Site.

6.30. Inspection and Tests

- 6.30.1. The Contractor shall at its own expense and at no cost to PFCCL/ HPSEB carry out all such tests and/or inspections of to ensure that the Goods and Related Services are complying with the functional parameters, codes and standards specified in the Scope of Work, to the satisfaction of PFCCL/ HPSEB.
- 6.30.2. The inspections and tests may be conducted on the premises of the Contractor, at point of delivery, and/or at the final destination of the Goods, or in another place in India as per the requirement. Subject to Clause 6.30.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to PFCCL/ HPSEB.
- 6.30.3. PFCCL/ HPSEB or its designated representative shall be entitled to attend the tests and/or inspections referred to in Clause 6.30.2, provided that [PFCCL/ HPSEB bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 6.30.4. Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to PFCCL/ HPSEB.
- 6.30.5. PFCCL/ HPSEB may require the Contractor to carry out any test and/or inspection to verify that the characteristics and performance of the Goods or Related Services comply with the technical specifications, codes and standards under the Contract, the cost of which shall be borne by the Contractor.
- 6.30.6. The Contractor shall provide PFCCL/ HPSEB with a report of the results of any such test and/or inspection.
- 6.30.7. PFCCL/ HPSEB may reject any Goods or Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to PFCCL/ HPSEB, and shall repeat the test and/or inspection, at no cost PFCCL/ HPSEB, upon giving a notice pursuant to Clause 6.30.4.
- 6.30.8. The Contractor agrees that neither the execution of a test and/or inspection of the Goods or Related Services or any part thereof, nor the attendance by PFCCL/ HPSEB or its representative, nor the issue of any report pursuant to Clause 6.30.6, shall release the Contractor from any warranties or other obligations under the Contract.

6.31. Liquidated Damages and Penalty

- 6.31.1. Except as provided under Clause 6.37, if the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, PFCCL shall without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Goods or Related Services of contract value for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of contract

value, cumulatively for entire sum of Liquidated Damages across entire contract.

6.31.2. In addition, the Contractor is liable to PFCCL for payment of penalty as specified in Volume II of this RFP.

6.31.3. If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Contractor to meet the requirements within thirty (30) days of being informed by PFCCL, PFCCL shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Security submitted to PFCCL.

6.31.4. Deleted.

6.32. Warranty

6.32.1. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

6.32.2. Subject to Clause 6.27.1, the Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

6.32.3. The complete cover warranty shall remain valid for the period of 5 years after operational acceptance of the AMI system by PFCCL/ HPSEB and for the balance period (post warranty) during Engagement of the Contractor, the Contractor shall provide Annual Maintenance Support to PFCCL/ HPSEB at no extra cost.

6.32.4. The Contractor shall be responsible for comprehensive maintenance of all the equipment and systems supplied & installed under this Contract during 5 years of warranty period + balance two years of FMS period. The Warranty+FMS period shall commence after completion of the project i.e. after Operational Acceptance. There may be some variation during detailed engineering. Contractor will have to make their own assessment of the systems and deploy manpower accordingly. However, it is to be ensured that specified manpower of requisite qualification is deployed.

6.32.5. The Maintenance of the system supplied & installed by the Contractor shall be comprehensive. The Contractor shall be responsible for providing all the spares (cards/modules/accessories etc.) for supplied & installed equipment. The spares shall be provided/ arranged by the contractor at no extra cost to Employer. For early restoration during the emergency condition, if spares are made available by Employer, the same shall have to be replenished by the Contractor within thirty (30) days.

6.32.6. PFCCL shall give a Notice to Contractor stating nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. PFCCL shall afford all reasonable opportunity for the Contractor to inspect such defects.

6.32.7. Upon receipt of such Notice, the Contractor shall, within the period specified in the RFP or stipulated by PFCCL, expeditiously repair or replace the defective Goods or

parts thereof, at no cost to PFCCL.

6.32.8. If having been notified, the Contractor fails to remedy the defect within the period of warranty specified; PFCCL may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which PFCCL may have against the Contractor under the Contract.

6.33. Liability/ Indemnity

6.33.1. Contractor hereby agrees to indemnify PFCCL/ HPSEB, for all conditions & situations mentioned in this clause, in a form and manner acceptable to [PFCCL/ HPSEB. The Contractor agrees to indemnify PFCCL/ HPSEB and its officers, servants, agents ("PFCCL/ HPSEB Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. Any negligence or wrongful act or omission by the Contractor or its agents or employees or any third Party associated with Contractor in connection with or incidental to this Contract; or
- b. Any infringement of patent, trademark/copyright or industrial design rights arising from use of the supplied Goods and Related Services or any part thereof.

6.33.2. The Contractor shall also indemnify PFCCL/ HPSEB against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

6.33.3. Without limiting the generality of the provisions of this Clauses 6.32.1 and 6.32.2, the Contractor shall fully indemnify, hold harmless and defend PFCCL/ HPSEB Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which PFCCL/ HPSEB Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Contractor in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for PFCCL/ HPSEB a license, at no cost to PFCCL/ HPSEB, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

6.33.4. Survival on Termination: The provisions of this Clause 6.33 shall survive Termination

6.34. Defence of Claims

6.34.1. If any proceedings are brought or any claim is made against PFCCL arising out of the matters referred to in Clause 6.33, PFCCL shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in PFCCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

6.34.2. If the Contractor fails to notify PFCCL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then PFCCL shall be free to conduct the same on its own behalf.

6.34.3. PFCCL shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

6.35. Limitation of Liability

6.35.1. Except in cases of gross negligence or willful misconduct:

- a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the PFCCL; and
- b. The aggregate liability of the Contractor to PFCCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify PFCCL with respect to patent infringement.

6.36. Change in Laws and Regulations

6.36.1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the sites is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

6.37. Force Majeure

6.37.1. The Contractor shall not be liable for delays in performing his obligations resulting from any Force-Majeure cause as referred to and/or defined below.

6.37.2. Force Majeure” shall mean any event beyond reasonable control of Employer or of Contractor, as the case may be, and which is unavoidable notwithstanding reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion; and
- c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

6.37.3. If a Force Majeure situation arises, the Contractor shall promptly and no later than seven (7) days from the first occurrence thereof, notify PFCCL in writing of such condition and the cause thereof. Unless otherwise directed by PFCCL in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.37.4. The decision of PFCCL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.

6.37.5. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor’s performance of obligation has been delayed to other causes.

6.38. Change Orders and Contract Amendments

6.38.1. PFCCL may at any time order the Contractor through Notice in accordance Clause 6.9 (“Change Order”) to make changes within the general scope of the Contract in any one or more of the following:

- a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for HPSEB;
- b. Specifications for hardware, software and Related Services;
- c. Quantity variation shall be in line with clause 5.9.2
- d. Method of shipment or packing;
- e. Place of delivery; and
- f. Related Services to be provided by the Contractor.

6.38.2. If any such Change Order causes an increase or decrease in cost of, or time required for the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor’s receipt of PFCCL’s Change Order.

6.38.3. No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

6.39. Extensions of Time

- 6.39.1. If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Clause 6.15 of this RFP, the Contractor shall promptly notify PFCCL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, PFCCL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 6.39.2. Except in case of Force Majeure, as provided in Clause 6.37 or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of PFCCL, any extension granted under Clause 6.39.1 shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to 6.31.
- 6.39.3. In case, extension of project duration beyond 9 years of O&M period is not agreed upon by the PFCCL/ HPSEB, then the project would be handed over to the HPSEB on as-is-where-is basis.

6.40. Termination

6.40.1. Termination for Default:

- a. PFCCL may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to Contractor, terminate the Contract in whole or in part:
 - i. if the Contractor fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by PFCCL pursuant to Clause 6.39; or
 - ii. if the Contractor, in the judgment of PFCCL has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in Clause 6.12, in competing for or in executing the Contract; or
 - iii. if any representation made by the Bidder in the proposal is found to be false or misleading; or
 - iv. if the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as PFCCL in its absolute discretion decide) provided in a notice in this behalf from PFCCL; or
 - v. as specified in the Service Level Agreement.
- b. In the event PFCCL terminates the Contract in whole or in part, pursuant to 6.40.1 (a), PFCCL may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to PFCCL for any additional costs, Goods and Services for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

- 6.40.2. **Termination for Insolvency:** PFCCL may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PFCCL.

6.40.3. Termination for Convenience:

- a. PFCCL, by Notice of 30 (thirty) days sent to Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for PFCCL's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- b. If in the above case, the Contractor is directed to discontinue work, the "Drop Dead Fee" would be the payments received by the Contractor and the claims already raised to PFCCL plus the sum of all liabilities and expenditure incurred (as approved by PFCCL), if any, relating to the assignment, till the point of calling off the assignment.

6.40.4. Consequences of Termination: Upon Termination of the Contract, the Contractor shall:

- a. Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the CEO, PFCCL ("Exit Plan").
- b. CEO, PFCCL and along with designated team will review the Exit plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, PFCCL will provide a plan for Contractor and it should be adhered by in totality.
- c. The Exit Plan should cover at least the following :
 - i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
 - ii. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
 - iii. Handover the list of all IT Assets, passwords at all locations to PFCCL.
- d. The Contractor and the Authorized Personnel from PFCCL will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

6.41. Assignment

6.41.1. Contractor shall not assign, in whole or in part, their obligations under this Contract.

6.42. Disclaimer

6.42.1. PFCCL reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

6.42.2. PFCCL reserves the right to accept any proposal deemed to be in the best interest of PFCCL.

6.43. Public Disclosure

- 6.43.1. All materials provided to PFCCL by the Bidder are subject to Country and PFCCL public disclosure laws such as Right To Information (RTI), etc.
- 6.43.2. The Contractor's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless PFCCL first gives the Contractor its written consent.

6.44. SLA Audit

- 6.44.1. A designated team/ person from PFCCL and/or HPSEB will review the performance of Contractor against the SLA each month. The review/ audit report will form basis of any action relating to imposing penalty on or breach of contract of the Contractor.

6.45. Adherence to Safety Procedures, Rules, Regulations and Restriction

- 6.45.1. Contractor shall comply with provision of all laws including labour laws, rules, regulations & notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by PFCCL/ HPSEB shall be applicable in performance of this Contract and Contractor's Team shall abide by these laws.
- 6.45.2. Access to the Data Centre Sites and HPSEB's locations shall be strictly restricted. No access to any person except the essential personnel belonging to the Contractor who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by HPSEB shall be allowed entry to the Data Centre Sites and some HPSEB's locations. Even if allowed, access shall be restricted to the pertaining equipment of HPSEB's only. The Contractor shall maintain a log of all activities carried out by each of its personnel.
- 6.45.3. The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement/regulations HPSEB's during the execution of the work. HPSEB's employees and associates also shall comply with safety procedures/policy.
- 6.45.4. The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 6.45.5. PFCCL/ HPSEB will be indemnified for all the situations mentioned in this clause in the similar way as defined in Clause 6.35.

6.46. Non-Solicitation of Staff

- 6.46.1. For purpose of this RFP and Contract, all Parties to this Contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of other Party to leave without consent of other during term of this agreement & for an additional period of 180 days after termination.

6.47. Survival

6.47.1. The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

Annexure

Annexure A: Tender Evaluation Methodology

A. Technical Evaluation Methodology

The overall technical evaluation methodology has been provided in the table below.

S.No.	Description	Qualifying Criteria	Max Score
1	Manpower Experience	Strength of the team proposed for undertaking the assignment including the qualification, experience and time proposed on field as well as on support & maintenance	20
2	Meter Manufacturing Experience	The Bidder/ consortium member have 1. Manufactured and supplied minimum 40,000 nos. of Meters for AMI (cumulative) with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP Or 2. Manufactured and supplied minimum 10,000 nos. of Pre-paid Meters with cellular/ RF communication with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP	15
3	Experience in Integration with MDM	The Bidder/ consortium member must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 40,000 consumers (cumulatively) in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	10
4	Experience as Cloud Service Provider	Bidder/ consortium member should have at least two (2) work orders from Central Government / State Government/ PSU /Semi-Government of India in last 7 years (i.e. FY 2012-13 onwards)	10
5	Experience in Communication	The Bidder/ consortium member should have implemented project(s) with at least 40,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	10
6	Experience as Meter Data Management (MDM) Provider	The Bidder/ consortium member should have successfully implemented/ under implementation and integrated with HES for at-least 40,000 numbers of smart meter/ AMI system with connect/ disconnect features with two-way communication in a single project in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	10
7	Approach & Methodology	Bidder to submit a brief on Approach & Methodology for executing the Project	10
8	Financial Criteria	Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2014- 15 onwards) should not be less than INR 100 Cr	15
		Total	100

The technical evaluation parameters have been discussed in detail below:

1. Manpower Experience (20% of Maximum Technical Score)

This evaluates strength of the team proposed for undertaking the assignment including the qualification, experience and time proposed on field as well as on support & maintenance.

The proposed core team shall comprise of the following experts:

Requirement	Criteria	Score
Expert 1: Team Leader/ Project Manager	Expert in AMI Implementation including metering and related aspects, installation and management of smart meters, communication network, last mile connectivity, head end system and MDMS.	5
Expert 2	Expert in System Integration covering application software, hardware and network installation, integration design and ability to manage multiple partners with different skill sets in different technology domains.	5
Expert 3	Expert in cyber security related aspects covering planning & implementing high level system security requirements, managing data privacy & confidentiality, information flow through adequate authorizations, threat modelling & security testing.	5
Expert 4	Expert in communication protocols and in implementing applications using different communication technologies and ensuring communication inter-operability across applications/functionalities.	5

Above core team shall not be allowed to be replaced during project execution. In exceptional cases same maybe done with prior approval.

2. Overall Experience (15% of Maximum Technical Score)

a. Pre-Paid/ AMI Experience

Requirement	Criteria	Score
Bidder/ consortium member must have manufactured and supplied minimum 10,000 nos. of Pre-paid Meters with cellular/ RF communication with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP	>=40,000	15
	>=20,000 and <40,000	10
	>=10,000 and <20,000	5

OR

Requirement	Criteria	Score
Bidder/ consortium member must have manufactured supplied minimum 40,000 nos. of Meters for AMI (cumulative) with required hardware, software and other associated accessories etc. in Indian Power Distribution Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP	>=80,000	15
	>= 60,000 and <80,000	10
	>= 40,000 and <60,000	5

3. Experience in Integration with MDM (10% of Maximum Technical Score)

Requirement	Criteria	Score
The Bidder/ consortium member must have experience of integration of HES with MDM on standard interfaces and data exchange models (CIM/XML) for at least 40,000 consumers (cumulatively) in Indian Power Distribution	>=80,000	10
	>= 60,000 and <80,000	7
	>= 40,000 and <60,000	5

Requirement	Criteria	Score
Utility(s) in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.		

4. Experience in Cloud Service Provider (10% of Maximum Technical Score)

Requirement	Criteria	Score
Bidder/ consortium member should have at least two (2) work orders from Central Government / State Government/ PSU /Semi- Government of India in last 7 years (i.e. FY 2012-13 onwards)	>= 4	10
	=3	7
	=2	5

5. Experience in Communication Project (10% of Maximum Technical Score)

Requirement	Criteria	Score
The Bidder/ consortium member should have implemented project(s) with at least 40,000 (cumulatively) communication module/ endpoints (manufacturing, supply, installation, integration, maintenance & management) involving Radio Frequency (RF) mesh in Licensed frequency band as permitted by WPC or in Unlicensed frequency band in India in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	>=80,000	10
	>= 60,000 and <80,000	7
	>= 40,000 and <60,000	5

6. Experience as Meter Data Management (MDM) Provider (10% of Maximum Technical Score)

Requirement	Criteria	Score
The Bidder/ consortium member should have successfully implemented/ under implementation and integrated with HES for at-least 40,000 numbers of smart meter/ AMI system with connect/ disconnect features with two-way communication in a single project in any Indian Power Distribution Utility in the last 7 years (i.e. FY 2012-13 onwards) till the date of issuance of this RfP.	>=80,000	10
	>= 60,000 and <80,000	7
	>= 40,000 and <60,000	5

7. Financial Criteria

Requirement	Criteria	Score
Minimum Average Annual Turnover (MAAT) of the bidder (Average of best Three Financial Years out of the Last Five Financial Years i.e. FY 2014- 15 onwards) should not be less than INR 100 Cr. MAAT means annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets	>= Rs 200 Cr	15
	>= Rs 150 Cr and < Rs 200 Cr	10
	>= Rs100 Cr and < Rs 150 Cr	5

Annexure B: Acceptance Form for Participation in Reverse Auction Event

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, PFCCL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. PFCCL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. PFCCL's decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of PFCCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction and failing to which PFCCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of infrastructure as required at their end to participate in auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be responsibility of PFCCL.
6. In case of intranet medium, PFCCL shall provide the infrastructure to bidders. Further, PFCCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by PFCCL.
8. The bidder shall be prepared with competitive price quotes on day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies at project site.
10. The prices submitted by a bidder during auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by PFCCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.
13. Reverse auction process is deemed to have been started upon receipt of 'Online Sealed Bids' from the bidders within the prescribed time frame as per Business Rules defined in Annexure. After receipt of 'online sealed bids', start price & bid decrement will be decided by PFCCL and the same shall be communicated to the Bidder, to start the RA process. Only those bidders who have submitted the 'online sealed bid'

within the scheduled time shall be eligible to participate further in RA process. The H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. However, the PFCCL reserves the right to include/ exclude H1 bidder in the RA process. The decision on inclusion/exclusion of H1 bidder will be intimated to the bidders before the start of the RA process.

14. All bidders who had given online sealed bid will see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price received in online sealed bid irrespective of their original price bid.
15. [Employer] will consider the lowest online sealed bid as the starting price of the RA process. The lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

Signature & Seal of the Bidder

Annexure C: Format for Deviation Sheet

Deleted

Annexure D: Use Cases for Demonstration of Interoperability Solutions

Note for Bidders:

1. The demonstration test setup should include at least one item of each node of the vendor solution
2. The NIC/ Communication Module is assumed to be in place for both the meter as well as the DCU (PLC) / Access Point (RF Mesh)
3. All use cases shall be tested for each meter make

S No	Use Case	Activity	Source	Destination	Info Exchanged with visibility on dashboard
1.	Read Demand & Energy Data Automatically from Customer Premises	Requesting instantaneous, interval & events data from meters	MDM	HES	Meter no, Reading date & time, reading params (KWh, KVAh, KW etc.)
		Acquire instantaneous, interval/ events data from meters by HES which then reaches MDM system.	HES	MDM	Meter no, Reading date & time, reading params (KWh, KVAh, KW etc.)
		At scheduled freq meter sends data to HES (thru DCU/ACP). Consumption details will be 15 min block data, and data could be incremental to what was sent by meter in preceding instance	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
		At scheduled freq meter sends billing data to HES (thru DCU/ACP).	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH, PF
2.	Meter disconnection/ reconnection	Meter Connect/ Disconnect operation	MDM	HES	Meter no, group of meters, instruction to close switch
		Customer meter connection / disconnection	HES	Meter	Meter number, action (reconnect)
		Connection Status Update Request	MDM	HES	Meter no, group of meters, switch status
		Connection Status Update	HES	MDM	Meter no, group of meters, switch status
3.	Utility detects tampering or theft at customer site	Tamper events captured by meter sent to HES which in turn reaches MDM for further action.	HES	MDM	Meter no, tamper Code / description, tamper occurrence date & time
		Meter sending the high priority events to HES as and when occurred	Meter	HES	Meter no, event date & time, event Code /description
		Meter is sending non-critical events data to HES as per scheduled frequency.	Meter	HES	Meter no, event date & time, event Code /description
		On detection of valid tamper event or malfunction, connection is disconnected.	MDM	HES	Customer no, meter no, action to be triggered(disconnect), action date & time
		HES sends disconnect command to meter (thru DCU/ACP)	HES	Meter	Meter no, action (disconnect)
		Once pre-programmed	Meter	HES	Meter number, action

S No	Use Case	Activity	Source	Destination	Info Exchanged with visibility on dashboard
		disconnecting tamper event becomes NORMAL meter performs auto re-connection and send notification to HES			(connect)
		HES sends re-connect command to meter (thru DCU/ACP)	HES	Meter	Meter no, action (re-connect)
4.	Missed interval readings	Missed Interval and Reads Data (Gap Reconciliation)	HES	MDM	Meter no, readings with date & time
		On identifying missed interval, HES will re acquire data for the missing period from meter	HES	Meter	Meter no, from date & time, to date & time (for which data is missing)
		On receiving data request command from meter, meter will send data to HES	Meter	HES	Meter no, reading date & time, KW, KVA, KWH, KVAH
5.	Customer connection has an outage	Outage/restore event recorded by meter is sent to head-end as and when event occurs	Meter	HES	Meter no, event date & time, event (outage/restoration)
		Power Outage Notification (PON)	HES	MDM	Meter no, Outage Date & Time, Power On Off count
6.	Customer connection restore from outage	Power Restoration Notification (PRN)	HES	MDM	Meter no, Restoration Date & Time, Power On Off count
		The outage/restore event recorded by meter is sent to HES as and when event occurs	Meter	HES	Meter number, event date and time, event (outage/restoration)
7.	Remote firmware upgrades/ meter configuration changes	Configuration Commands: Change tariff parameters, Synchronize clock, Registers reset (status, maximum, tampering)	MDM	HES Meter ->	Meter number, tariff parameters, registers status, event type and priority
8.	Load monitoring at demand side	When there is a load violation event recorded in the meter, the information is sent to the CC	Meter	HES	Meter no, max demand, date & time of load violation
9.	New meter installed at site	Energization (Trigger showing meter has energy flowing thru)	MDM	HES	Meter no, Energization date & time
		Meter Read/ commissioning/sync Failures	HES	MDM	Meter no, date of last successful readings received, last logged date & time
10	Time synchronization	Sync up of meters / DCUs/ master data and Network Hierarchy in case of installation of new meters / DCUs	HES	MDM	Network identification info including DCUs
11	Metering network changes	Change in Meter / DCU Network Hierarchy	HES	MDM	Network identification info including data concentrators

Annexure E: Project Implementation Schedule

The project implementation schedule for AMI system establishment and timelines for related services milestones from date of signing of contract are given below:

S. No	Milestone	Timeline (in months) from Date of Signing of Contract
1.	Submission of DPR including a. Baseline Study b. "As Is" study of existing IT systems prevalent at HPSEB and do a gap analysis w.r.t. AMI system to be implemented and submit "To be" report for IT system consolidation for ensuring full benefits of AMI	1
2.	Establishment of Pilot System and Technology for 1 st lot of 5% smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT). (Installation of Smart Meters and establishment of back-end IT Infrastructure on cloud network etc.) and successful completion of Field Installation and Integration Test (FIIT)	8
3.	Laying down of Network Backhaul for data transmission from Smart Meters to the Back-End System	10
4.	Delivery of balance smart meters along with related hardware, software and equipment at Project site after Factory Acceptance Test (FAT). Considering delivery, site installation and integration of 13 lots of 10000 smart meters each with related hardware, software and equipment after successful completion Field Installation and Integration Test (FIIT) of each lot.	18
5.	Installation, commissioning and integration of all AMI Hardware, Software, field material in Project Area and Site Acceptance Test (SAT)	20
6.	Successful completion of 3 months of Guaranteed Performance Test (GPT) of the AMI system and Operational Acceptance.	24
7.	Warranty (Defect Liability) Period – 5 years from Operational Acceptance	84
8.	FMS Period – 7 Years from Operational Acceptance	108

Annexure 1: Format of Bank Guarantee for Bid Security

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

Reference No.

Bank Guarantee No.

Dated:

To:

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Lead Consortium Member] with address [Insert address of the Lead Consortium Member] having its registered office at [Insert address of the Lead Consortium Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No. Smart_Metering/Himachal_Pradesh/A136 (the “RFP”) issued by [Employer] (hereinafter, the “Employer”) for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.).

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

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

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

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 Employer.

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

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

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

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

Annexure 2: Format for Sending Query to Employer

[Query may be sent in hard copy to the Nodal Officer of PFCCL, at the below-mentioned address AND/ OR via email

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Sachin Shukla

Vice President

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Email: sachin_shukla2@pfcindia.com

Sub: Query.

Ref: Smart_Metering/Himachal_Pradesh/A136

Dear Sir/ Madam,

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

Sr.	RFP Volume (I/II)	Reference Clause No.	Page No.	Concise Query
1.				
2.				
3.				

Thanking you,

Yours Sincerely,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

Annexure 3: Format of Covering Letter by Lead Consortium Member for Submission of Bid

[Covering Letter shall be on the official letterhead of the Lead Consortium Member of the Bidding Consortium]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Sachin Shukla

Vice President

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Bid for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.)

Ref: Smart_Metering/Himachal_Pradesh/A136

Dear Sir/ Madam,

We, the undersigned *[Insert name of the Lead Consortium Member]* having read, examined and understood in detail the RFP for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) 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 PFCCL, 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 fulfill the Eligibility Criteria stipulated in the RFP and fulfill all the eligibility requirements as the Lead Consortium Member as outlined in the RFP.

3. Bid Security

We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. *[Insert Bank Guarantee Number]* (OR Demand Draft) dated *[Insert date of the Bank Guarantee]* as per Annexure 1 of the RFP from *[Insert name of Bank providing Bid Bond]* and valid up to [Date].

4. No Deviation

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

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by PFCCL 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 fulfill our obligations with regard to fulfilling our obligations as per the RFP.

6. Familiarity with Relevant Indian Laws and Regulations

We confirm that we have studied provisions of relevant Indian laws & regulations as required to enable us to submit this Bid and execute RFP Documents, in event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in Clause 6.10 of RFP have been fully examined and considered while submitting Bid

7. Contact Person

Details of the contact person representing our Bidding Consortium supported by the Power of Attorney prescribed in **Annexure 6** of the RFP are furnished as under:

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

8. We are submitting herewith Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in RFP for your consideration.

9. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP.

10. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from PFCCL.

11. 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.

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

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

14. 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 Associates in the preceding one (1) 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 one (1) year from the Bid Submission Deadline.

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

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

Thanking you,

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

Annexure 4: 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. **Smart_Metering/Himachal_Pradesh/A136** (the "RFP") dated [Date] as per its Clause 4.3.2

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party 1**," which expression shall include its successors, executors and permitted assigns);

2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "**Party 2**," 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 the "**Party 3**," 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 the "**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.]

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 RFP Documents as may be required to be entered into with PFCCL.

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

WHEREAS Clause 4.3.2 of the RFP stipulates that the Bidders qualifying on the strength of 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 INDENTURE 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 PFCCL, 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.

3. 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. Each Consortium Member further 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.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this 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. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at New Delhi shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

7. 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.

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

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by PFCCL.

10. 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.

11. 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** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

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

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

14. This Consortium Agreement:

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

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through PFCCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of	For M/s. (Party 1)
has been affixed in my/ our presence	<i>[Signature of Authorized Representative]</i>
pursuant to Board Resolution dated
.....	<i>[Name of the Authorized Representative]</i>
	<i>[Designation of the Authorized Representative]</i>

1.1. Witness 1

1.2. Witness 2

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

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

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

For M/s. (Party 2)
[Signature of Authorized Representative]
.....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

2.1. Witness 1

2.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:
Designation:

Name:
Designation:

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

For M/s. (Party 3)
[Signature of Authorized Representative]
.....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

3.1. Witness 1

3.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:
Designation:

Name:
Designation:

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

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

N.1. Witness 1

N.2. Witness 2

[Signature of Witness 1]
.....

[Signature of Witness 1]
.....

Name:
Designation:

Name:
Designation:

- 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

Annexure 5. Format of Power of Attorney by Consortium Member in favor 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 PFCCL has issued for Tender No. **Smart_Metering/Himachal_Pradesh/A136** (the “RFP”) for inviting Bids in respect of Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) (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 PFCCL 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 PFCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCL named in the RFP, and providing information / responses to PFCCL, representing us and the Consortium in all matters before PFCCL named in the RFP, and generally dealing with PFCCL 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 terms used herein but not defined shall have meaning ascribed to such terms under RFP.

We, as Members of 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.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes

- a. *The mode of execution of power of attorney should be in accordance with 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).*
-

**Annexure 6. Format of Power of Attorney by Lead Consortium Member
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]* 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. **Smart Metering/Himachal Pradesh/A136** for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) (the "Project") issued by PFCCL, 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 PFCCL may require us to submit. The aforesaid attorney is further authorized for making representations to PFCCL, and providing information / responses to PFCCL, representing us in all matters before PFCCL, and generally dealing with PFCCL 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.....

WITNESS:

1. (Signature)

Name

Designation.....

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 favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-

Annexure 7: 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]

[Telephone No., Fax No., Email]

[Date]

To:

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Sub: Bid for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.)

Ref: Smart_Metering/Himachal_Pradesh/A136

Dear Sir/ Madam,

We, [Insert name of the undersigned Consortium Member] Member of Consortium Lead by [Insert name of the Lead Consortium Member] have read, examined and understood the RFP and RFP Documents for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.).

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]

Annexure 8: Format of Summary of Audited Financial Statements

[On the Official Letterhead of the Chartered Accountant.]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

Sub: Audited Financial Statement for [Insert name of Consortium Member].

Ref: Smart_Metering/Himachal_Pradesh/A136

Dear Sir/ Madam,

This is to certify that [Insert name of Consortium Member] having its Registered Office at [Insert Registered Address of the Consortium Member] with PAN No. [Insert PAN No.] are in the business of [Insert briefly the nature of the business], have recorded the following Net Worth and Turnovers:

S.No	Financial Year	Net Worth (In Indian Rs)	Annual Turnover (In Indian Rs)
1.	2014-15		
2.	2015-16		
3.	2016-17		
4.	2017-18		
5.	2018-19		
MAAT (Average of Best Three Financial Years out of the Last Five Financial Years i.e. FY 2014- 15 onwards)			
MAAT amount in Words			

The above Turnovers and Net Worth are arrived from our Audit Reports for the last Five 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]

Annexure 9: Record of Similar Work Done

S No	Name of Client Company	Date of PO/ WO	Expected date of completion as per PO/ WO	Actual Date of Completion as certified by Client	No. of Consumers catered to.	No. of nodes (incl. meters, DCUs, etc.)	PO/ WO Value (In INR)	Confirm attachment of PO/ WO	Confirm attachment of satisfactory work completion certificate from Client
1.									
2.									
3.									
4.									
5.									

Annexure 10: Format of Bill of Quantities

Table 1: Bill of Materials for AMI Components

S. No.	Item Description	Unit	Quantity	
			Shimla	Dharamsala
1.	Single Phase Whole current Smart Meter 10-60 A with Box	Nos.	112934	31844
2.	Three Phase whole current Smart Meter 10-60 A with Box	Nos.	1383	390
3.	Three Phase whole current Smart Meter 20-100A with Box	Nos.	1702	480
4.	Three Phase CT Operated Smart Meter with Box for consumer and DTR	Nos.	1436	405
5.	Modular RF Mesh Module (for installation with each meter)	Nos	117455	33119
6.	Data Concentrator Units/Gateway/Router for forming RF Mesh Canopy (<i>Data Concentrator Units/Gateway/Router should take care of any future consumer growth as per HPSEB</i>)	Lumpsum	1	1
7.	IT Infrastructure over cloud & Connectivity, system Integration (Including application License fees) and Advisory Services and any other hardware equipment/ software as defined in the Technical Specifications of RfP <ul style="list-style-type: none"> • Head End System (HES) licenses • Meter Data management System and Android &/ IOS Mobile App and web portal. • System Implementation • System Integrated and Advisory Services. 	Lumpsum	1	1
8.	Control Center Infra			
a.	Work Station Dual TFT Monitor -	Nos	4	2
b.	LED Display 50"	Nos	2	2
c.	Network Switch	Nos	1	1
d.	Network Printer	Nos	1	1
e.	Work Station Desk [3'5" X 2'.0] Type - Modular	Nos	4	2
f.	Work Station Chairs	Nos	6	4
g.	3KVA Online UPS with 1 hour back up and required electrical accessories	Nos	1	1
9.	Training & Development – Providing training of identified personnel of PFCCCL and HPSEB on operation and maintenance of AMI Infrastructure (at least 2 times a year during first 3 years for 6 persons per batch)	Lumpsum		1
10.	Backhaul Connectivity (SIM/MPLS/Optic Fibre) for RF Mess canopy	Nos.		1

Table 2: Bill of Materials and Services for FMS

S. No.	Item Description	Unit	Quantity	
			Shimla	Dharamsala
1.	Field Maintenance services for meters of all category and modular RF mesh Module (for installation with each meter)	Nos.	117455	33119
2.	Field Maintenance services for complete canopy of the project area.	Lot	1	1
3.	AMC-System Integrated, application maintenance support and advisory services.	Lot	1	1
4.	Cloud services (Annual hosting fee) Including Bandwidth charges	Lot	1	1
5.	Software Licence AMC for HES, MDM, or if any	Lot	1	1
6.	Backhaul connectivity (SIM/MPLS/Optic fibre) for RF Mesh Canopy	Nos	1	1

Annexure 11: Format of Submission of Financial Bid

[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 TECHNICAL BID. THE BIDDER SHALL ONLY SIGN AND SEAL THE BLANK FORMAT OF THE FINANCIAL BID FORMAT AS A PART OF THE TECHNICAL BID.]

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

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

Sub: Financial Bid for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.)

Ref: Smart_Metering/Himachal_Pradesh/A136

Dear Sir/ Madam,

We, the undersigned [Insert name of the Lead Consortium Member '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 Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) 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 from the Bid Process Coordinator.
- C. Price quoted should clearly mentioned the basic cost, Goods and Services Tax, insurance cost or any other taxes/duties/levies. Insurance cost related to replacement & repair is included in Total Contract Price. For any other taxes/duties/levies please specify the nature and rate of tax with proof. The rate of

claimed taxes shall be mention by the bidder with the unpriced BOQ in submission of the technical bid.

- D. Under no circumstances shall escalation in prices of this Financial Bid be entertained by PFCCL whether due to factors within or beyond control or the Bidding Consortium such as change in tax structure, currency value change, etc.
- E. The details quoted herein shall stand valid at least for 12 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 Quoted Prices are as per the Annexure attached herein (*Bidders to upload the Price Bid in the form of excel sheet as per Annexure 17 as well as submit the duly signed scanned copy of the same*).

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

Table 1: Bill of Materials for Supply of Smart Meters

Shimla

S. No.	Particulars	HSN/ SAC Code	Unit	Total Tender Quantit y	Ex-Works Price (Rs./Unit)	Freight & Insurance Charges	Total (Rs. /Unit)	GST Total						Total GST Amount (Rs.)	Total for Destination Price inclusive of Ex-Works Freight & Insurance	Grand Total (Rs.)
								CGST		SGCT		IGST				
								%	(Rs./U nit)	%	(Rs. /Unit)	%	(Rs./U nit)			
1	2	3	4	5	6	7	8=6+7	9	10=8x9	11	12=8x11	13	14=8x13	15=10+12+14	16=8+15	17=16x5
1	Single Phase Whole current Smart Meter 10-60 A with Box		Nos.	112934												
2	Three Phase whole current Smart Meter 10-40 A with Box		Nos.	1383												
3	Three Phase whole current Smart Meter 20-100A with Box		Nos.	1702												
4	Three Phase CT Operated Smart Meter with Box for consumer and DTR		Nos.	1436												
5	Modular RF Mesh Module (for installation with each meter)		Nos	117455												
6	Data Concentrator Units/Gateway/Router for forming RF Mesh Canopy <i>(Data Concentrator Units/Gateway/Router should take care of any future consumer growth as per HPSEB)</i>		Lumps um	1												
7	IT Infrastructure over cloud & Connectivity, system Integration (Including application License fees) and Advisory Services and any other hardware equipment/ software as defined in the Technical Specifications of RfP • Head End System (HES) licenses • Meter Data management System and Android &/ IOS Mobile App and web portal.		Lumps um	1												

	<ul style="list-style-type: none"> System Implementation System Integrated and Advisory Services. 																		
8	Control Center Infra																		
A	Work Station Dual TFT Monitor -	Nos.	4																
b	LED Display 50"	Nos.	2																
c	Network Switch	Nos.	1																
d	Network Printer	Nos.	1																
e	Work Station Desk [3'5" X 2'.0] Type - Modular	Nos.	4																
f	Work Station Chairs	Nos.	6																
g	3KVA Online UPS with 1 hour back up and required electrical accessories	Nos.	1																
9	Training & Development – Providing training of identified personnel of PFCCL and HPSEB on operation and maintenance of AMI Infrastructure (at least 2 times a year during first 3 years for 6 persons per batch)	Lumps um	1																
10	Backhaul Connectivity (SIM/MPLS/Optic Fibre) for RF Mess canopy	Nos.	1																
Total																			

Dharamsala

S. No.	Particulars	HSN/ SAC Code	Unit	Total Tender Quantit y	Ex-Works Price (Rs./Unit)	Freight & Insurance Charges	Total (Rs. /Unit)	GST Total						Total GST Amount (Rs.)	Total for Destination Price inclusive of Ex-Works Freight & Insurance	Grand Total (Rs.)
								CGST		SGCT		IGST				
								%	(Rs./U nit)	%	(Rs. /Unit)	%	(Rs./U nit)			
1	2	3	4	5	6	7	8=6+7	9	10=8x9	11	12=8x11	13	14=8x1 3	15=10+12 +14	16=8+15	17=16x5
1	Single Phase Whole current Smart Meter 10-60 A with Box		Nos.	31844												
2	Three Phase whole current Smart Meter 10-40 A with Box		Nos.	390												
3	Three Phase whole current Smart Meter 20-100A with Box		Nos.	480												
4	Three Phase CT Operated Smart Meter with Box for consumer and DTR		Nos.	405												

5	Modular RF Mesh Module (for installation with each meter)	Nos	33119															
6	Data Concentrator Units/Gateway/Router for forming RF Mesh Canopy <i>(Data Concentrator Units/Gateway/Router should take care of any future consumer growth as per HPSEB)</i>	Lumps um	1															
7	IT Infrastructure over cloud & Connectivity, system Integration (Including application License fees) and Advisory Services and any other hardware equipment/ software as defined in the Technical Specifications of RfP • Head End System (HES) licenses • Meter Data management System and Android &/ IOS Mobile App and web portal. • System Implementation • System Integrated and Advisory Services.	Lumps um	1															
8	Control Center Infra																	
a	Work Station Dual TFT Monitor -	Nos.	2															
b	LED Display 50"	Nos.	2															
c	Network Switch	Nos.	1															
d	Network Printer	Nos.	1															
e	Work Station Desk [3'5" X 2'.0] Type - Modular	Nos.	2															
f	Work Station Chairs	Nos.	4															
g	3KVA Online UPS with 1 hour back up and required electrical accessories	Nos.	1															
9	Training & Development – Providing training of identified personnel of PFCCL and HPSEB on operation and maintenance of AMI Infrastructure (at least 2 times a year during first 3 years for 6 persons per batch)	Lumps um	1															
10	Backhaul Connectivity (SIM/MPLS/Optic Fibre) for RF Mess canopy	Nos.	1															
Total																		

Table 2: Bill of Materials for Erection of Smart Meters

Shimla

S. No.	Particulars	HSN/ SAC Code	Unit	Total Tendered Quantity	Erection Price (Rs./Unit)	GST						Total GST Amount (Rs.)	Total Price inclusive of Erection & GST (Rs&Unit)	Grand Total (Rs.)	
						CGST		SGCT		IGST					
						%	(Rs./Unit)	%	(Rs./Unit)	%	(Rs./Unit)				
1	2	3	4	5	6	7	8=7x6	9	10=9x6	11	12=11x6	13=8+10+12	14=13+6	15=14x5	
1	Single Phase Whole current Smart Meter 10-60 A with Box		Nos.	112934											
2	Three Phase whole current Smart Meter 10-60 A with Box		Nos.	1383											
3	Three Phase whole current Smart Meter 20-100A with Box		Nos.	1702											
4	Three Phase CT Operated Smart Meter with Box for consumer and DTR		Nos.	1436											
5	Data Concentrator Units/ Gateway/ Router for forming RF Mesh Canopy		Lumps um	1											
Total															

Dharamsala

S. No.	Particulars	HSN/ SAC Code	Unit	Total Tendered Quantity	Erection Price (Rs./Unit)	GST						Total GST Amount (Rs.)	Total Price inclusive of Erection & GST (Rs&Unit)	Grand Total (Rs.)	
						CGST		SGCT		IGST					
						%	(Rs./Unit)	%	(Rs./Unit)	%	(Rs./Unit)				
1	2	3	4	5	6	7	8=7x6	9	10=9x6	11	12=11x6	13=8+10+12	14=13+6	15=14x5	
1	Single Phase Whole current Smart Meter 5-30 A with Box		Nos.	31844											
2	Three Phase whole current Smart Meter 10-60 A with Box		Nos.	390											
3	Three Phase whole current Smart Meter 20-100A with Box		Nos.	480											
4	Three Phase CT Operated Smart Meter with Box for consumer and DTR		Nos.	405											
9	Data Concentrator Units/ Gateway/ Router for forming RF Mesh Canopy		Lumps um	1											
Total															

Table 3: Bill of Materials for FMS

Shimla

S. N o.	Particulars	HSN / SAC Code	Unit	Total Tender Qty	FMS Charge Rate/Year/unit item or equipment in Rs.							FMS Charge Rate/Year in Rs.							Total FMS Charges for 7 years in Rs.	GST on total FMS Charges for 7 years						Total GST Amount (Rs.)	FMS Charges for 7Years in Rs.	
					Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7		%	CGST		SGCT		IGST			
																					(Rs./ Unit)	%	(Rs./ Unit)	%	(Rs./ Unit)			%
1	2	3	4	5=5a+5b	6	7	8	9	10	11	12	13=6x5	14=7x5	15=8x5	16=9x5	17=10x5	18=11x5	19=12x5	20=13+14+15+16+17+18+19	21	22=20x21	23	24=20*23	25	26=20*25	27=22+24+26	28=20+27	
1	Field Maintenance services for meters of all category and modular RF mesh Module (for installation with each meter)		Nos.	117455																								
2	Field Maintenance services for complete canopy of the project area.		Lot	1																								
3	FMS-System Integrated, application maintenance support and advisory services.		Lot	1																								
4	Cloud services (Annual hosting fee) Including Bandwidth charges		Lot	1																								

5	Software Licence AMC for HES, MDM, or if any	Lot	1																							
6	Backhaul connectivity (SIM/MPLS/Optic fibre) for RF Mesh Canopy	Nos	1																							
Total																										

Dharamsala

S. No.	Particulars	HSN / SAC Code	Unit	Total Tender Qty	FMS Charge Rate/Year/unit item or equipment in Rs.							FMS Charge Rate/Year in Rs.							Total FMS Charges for 7 years in Rs.	GST on total FMS Charges for 7 years					Total GST Amount (Rs.)	FMS Charges for 7Years in Rs.		
					Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7		%	(Rs./ Unit)	%	(Rs./ Unit)	%			(Rs./ Unit)	
1	2	3	4	5=5a+5b	6	7	8	9	10	11	12	13=6x5	14=7x5	15=8x5	16=9x5	17=10x5	18=11x5	19=12x5	20=13+14+15+16+17+18+19	21	22=20x21	23	24=20*23	25	26=20*25	27=22+24+26	28=20+27	
1	Field Maintenance services for meters of all category and modular RF mesh Module (for installation with each meter)		Nos.	33119																								
2	Field Maintenance services for complete canopy of the project area.		Lot	1																								

3	FMS-System Integrated, application maintenance support and advisory services.	Lot	1																				
4	Cloud services (Annual hosting fee) Including Bandwidth charges	Lot	1																				
5	Software Licence AMC for HES, MDM, or if any	Lot	1																				
6	Backhaul connectivity (SIM/MPLS/Optic fibre) for RF Mesh Canopy	Nos	1																				
			Total																				

Table 4 – Total Price

1	Schedule "A"	Total Quoted Rate Against price schedule "A (Supply)" in Rs.:	Shimla	
			Dharamsala	
			Total	
2	Schedule "B"	Total Quoted Rate Against price schedule "B (Erection)" in Rs.:	Shimla	
			Dharamsala	
			Total	
3	Schedule "C"	Total Quoted Rate Against price schedule "C (AMC)" in Rs.:	Shimla	
			Dharamsala	
			Total	
4	A+B+C	Total Quoted Rate in Rs. (Schedule A+B+C):		

Annexure 12: Format of Contract between PFCCL and Project Implementing 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.]

THIS Contract Agreement (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between:

BETWEEN:

PFC Consulting Ltd. (PFCCL) (hereinafter referred to as “Party 1” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes), a company incorporated under the Companies Act, 1956, and having its registered office at 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001;

AND

.....[Name of the Lead Consortium Member], a company incorporated under the laws of..... [Country of incorporation of the Lead Consortium Member], with its registered office at..... [Registered address of the Company] (hereinafter referred to as the “**Lead Consortium Member**” or “**Party 2**” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

WHEREAS PFCCL had invited Bids for Appointment of AMI Implementing Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) (the “Project”) through Tender No. **Smart_Metering/Himachal_Pradesh/A136**.

WHEREAS various Bids were received pursuant to the RFP;

WHEREAS the Lead Consortium Member has formed a Consortium to Bid in response to the RFP with the following Consortium Members as per the terms of the RFP:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the “**Party 3**,” which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the “**Party 4**,” 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 the “**Party 5**,” 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 the "**Party n,**" which expression shall include its successors, executors and permitted assigns);

WHEREAS all the members of the Consortium agree to the terms of the RFP in its entirety without any deviation;

WHEREAS the Consortium represented by the Lead Consortium Member has been selected as the Project Implementing Consortium to implement the Project in the sum of [Input the price of the Contract here] (hereinafter "**the Contract Price**").

WHEREAS the Lead Consortium Member is individually referred to as the "**Contractor**" and the members of the Bidding Consortium including the Lead Consortium Member are hereinafter collectively referred to as the "**Contractors.**"

WHEREAS PFCCL and the Bidders are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party.**"

AND WHEREAS in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The words and expressions in this Agreement shall have the same meanings as are respectively assigned to them in the RFP.
2. All contents of the RFP and subsequent Bid submitted by the Lead Consortium Member (the "Contract Documents") shall be deemed to form and be read and construed as a part of this Agreement.
3. In consideration of the payments to be made by PFCCL to the Contractor as indicated in this Agreement, the Contractor hereby covenants with PFCCL to provide the Solution and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract Documents.
4. PFCCL hereby covenants to pay Contractor in consideration of the provision of the Solution and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract Document at the times and in the manner prescribed in the Contract Documents.

IN WITNESS WHEREOF, the Contractor and PFCCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

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

For PFCCL

[Signature of Authorized Representative]

.....
[Name of the Authorized Representative]

[Designation of the Authorized Representative]

- 1. Common Seal of [Name of the Lead Consortium Member], has been affixed in my/ our presence pursuant to Board Resolution dated
For.....

[Name of the Lead Consortium Member],

[Signature of Authorized Representative]

.....
[Name of the Authorized Representative]

[Designation of the Authorized Representative]

WITNESS:

1. (Signature) Name

 Designation.....

2. (Signature) Name

 Designation.....

Attested:

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

Place:

Date:

Annexure 13: Format of Performance Security to be provided by Selected Bidder for Project Implementation

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

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

To:

[Employer]

[Address]

Dear Sir/ Madam,

WHEREAS..... *[Insert name of the Lead Consortium Member]* with address *[Insert address of the Lead Consortium Member]* having its registered office at *[Insert address of the Lead Consortium Member]* (hereinafter, the “Contractor”), subsequent to participation in Tender No. **Smart Metering/Himachal Pradesh/A136** (the “RFP”) issued by PFCCL (hereinafter, the “Beneficiary”) for Appointment of AMI Implementation Agency for implementation of Smart Metering in Shimla and Dharamsala City in Himachal Pradesh under Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.), have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees *[Insert amount in words]* (.....) *[Insert amount in figures]* valid till..... *[Insert date four years from the date of issue of this Performance Security]* is required to be submitted by the Contractor 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 withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the 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 (10% of the order value). Our Guarantee shall remain in force till [Insert date six months after one (1) year from the date of Operational Acceptance of the project]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before..... [Insert date six months and one month after one (1) year from the date of Operational Acceptance of the project], 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. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Bank which is recognized or notified by the Finance Department, Government of India from time to time
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Annexure 14: Format of Bank Guarantee to be provided by Selected Bidder for 10% of FMS cost

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

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

To:

[Employer]

[Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Lead Consortium Member] with address [Insert address of the Lead Consortium Member] having its registered office at [Insert address of the Lead Consortium Member] (hereinafter, the "Contractor"), subsequent to participation in Tender No. **Smart Metering/Himachal Pradesh/A136** (the "RFP") issued by PFCCL (hereinafter, the "Beneficiary") for Appointment of AMI Implementing Agency for Implementation of AMI Project, have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees [Insert amount in words equivalent to 10% of the FMS cost] (.....) [Insert amount in figures] valid till..... [Insert date 6 months from the date of completion of seven year FMS period] is required to be submitted by the Contractor 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 withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of FMS Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the 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 to 10% of Contract Value excluding FMS Cost plus 10% of FMS cost]. Our Guarantee shall remain in force till [Insert date 6 months from the date of completion of seven year FMS period]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before..... [Insert date 7 months from the date of completion of seven year FMS 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]

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. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Bank which is recognized or notified by the Finance Department, Government of India from time to time
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Annexure 15: Format of Bank Guarantee for Advance Payment

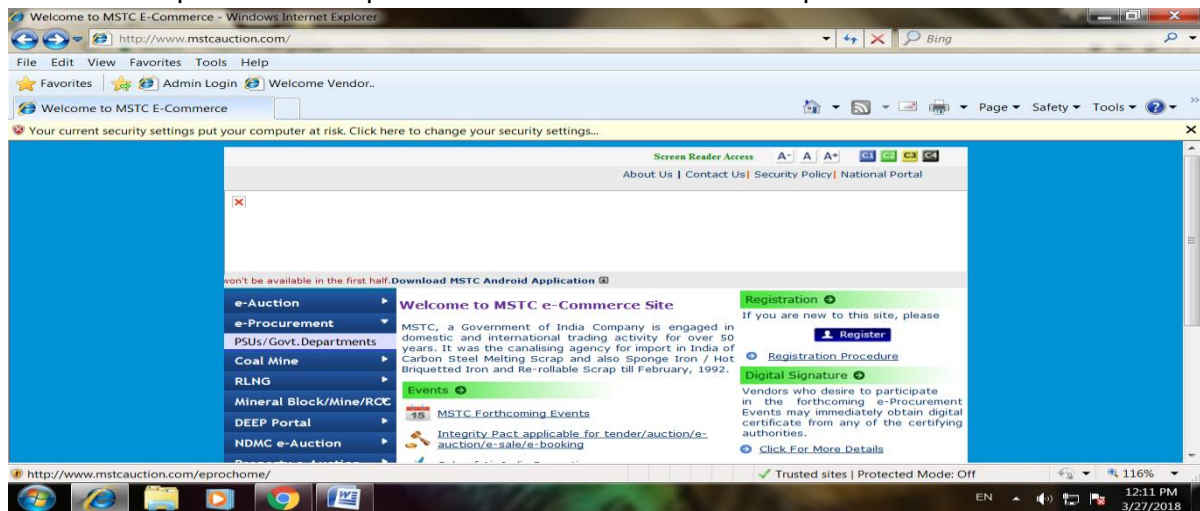
Deleted

Annexure 16: Bidder's Guide for Submitting Bid on MSTC's E-Procurement Portal

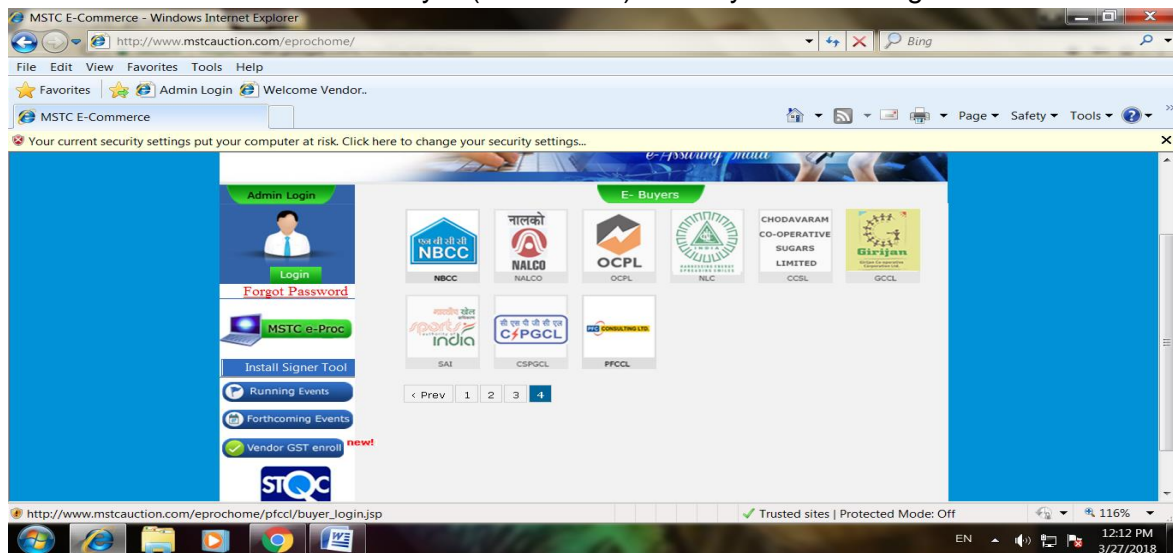
The following section is meant only to provide guidance to bidders about the e-procurement Portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal.

Bidders have to visit the website <https://www.mstcecommerce.com>. The steps to be followed are as follows:

1. Select e-procurement option then click on PSUs/Govt. department.



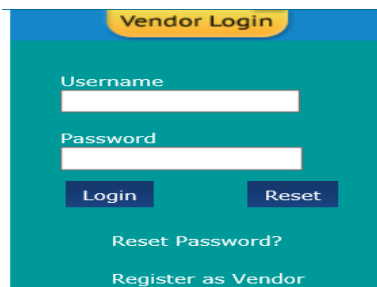
2. Click on the name of the Buyer (i.e. PFCCL) where you wish to login.



3. The following screen shall appear:



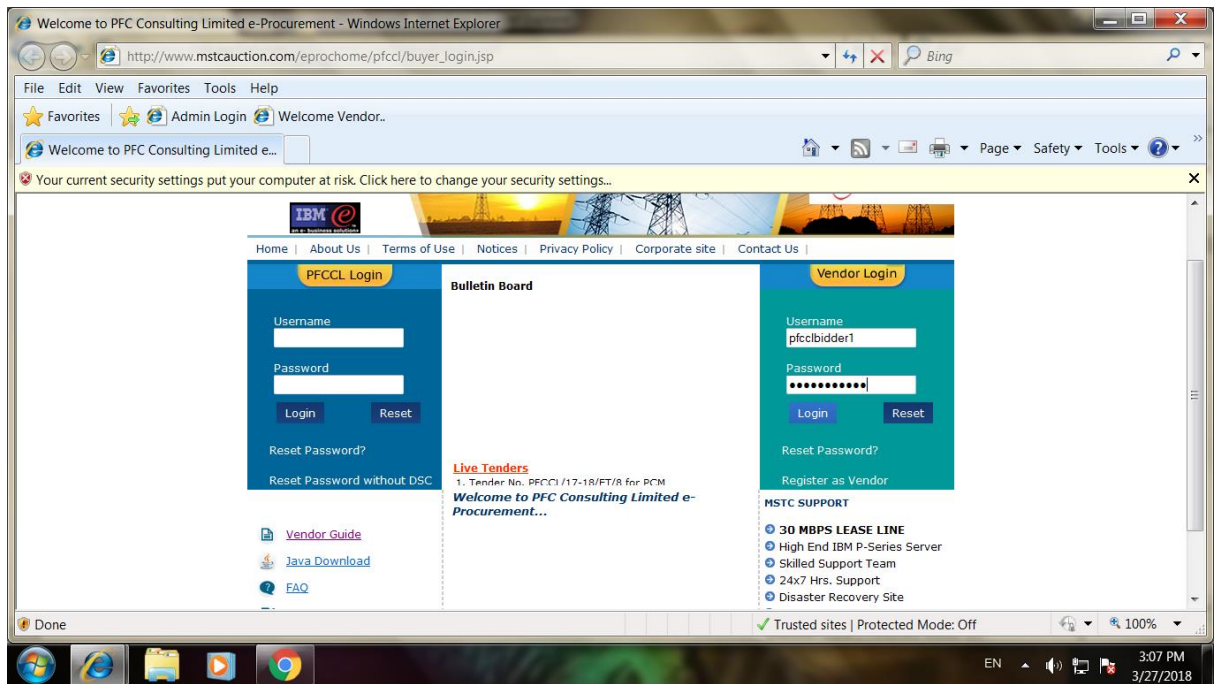
4. On the right side of the page click on Register as a Vendor:



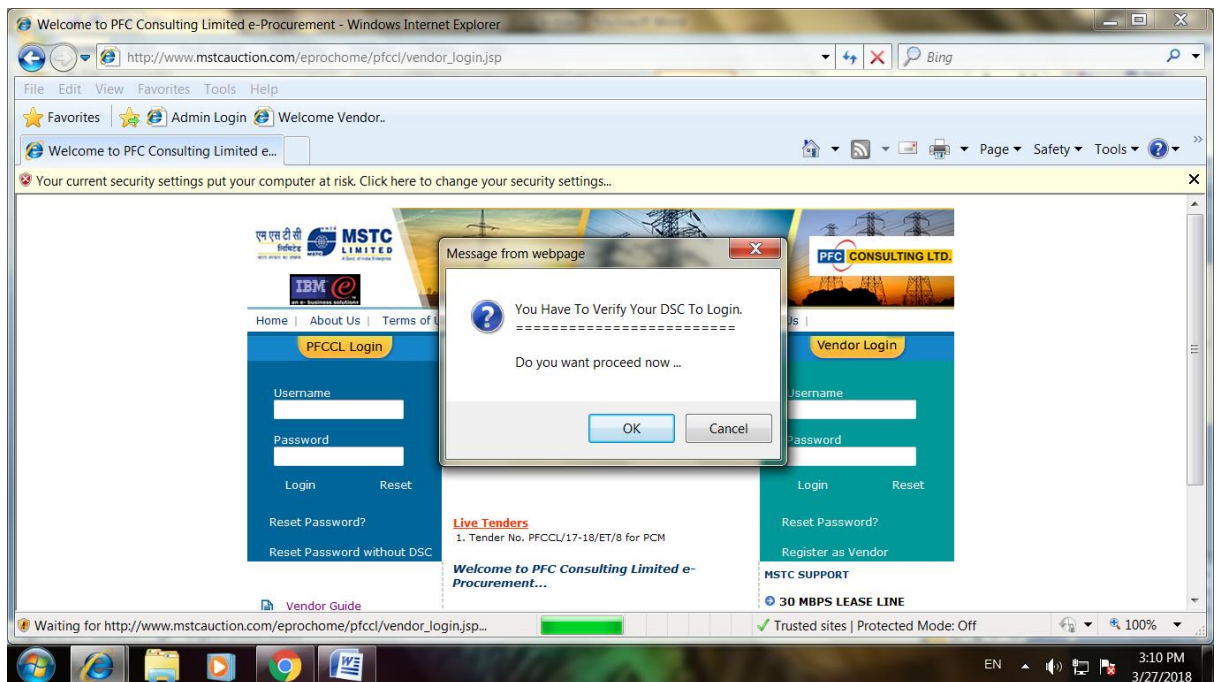
5. Fill the form that appears to create username and password.

MSTC Procurement		MSTC Limited	
e-Procurement > Vendor > New Registration			
Personal Information ** mandatory fields			
Company Name *	<input type="text"/>		
Contact Person *	<input type="text"/>		
Company Type *	----Select Company type----		
User Preferences			
Choose a Username *	<input type="text"/>	Click here to check availability of your User Id	
Choose a Password *	<input type="password"/>	(Your Password is Case Sensitive.)	
Retype Password *	<input type="password"/>		
Your Contact Details			
Email Id *	<input type="text"/>		
Mobile Phone No. *	<input type="text"/> (Please provide mobile no. to serve you better)		
Day Phone *	<input type="text"/>		
Fax No.	<input type="text"/>		
Your Contact Address			
Street *	<input type="text"/>		
City *	<input type="text"/>		
Pin *	<input type="text"/>		
District *	<input type="text"/>		
Country *	India	<input type="checkbox"/> Other	Field Disabled
State *	<input type="text"/>	Select State	<input type="text"/>

6. Once the registration is done, login with your user name and password:

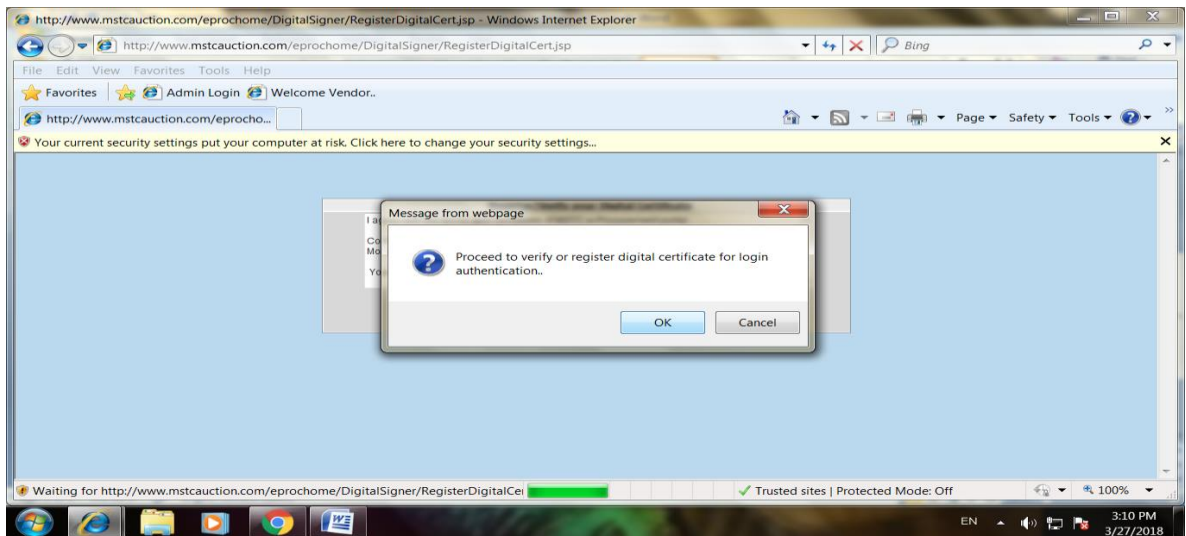
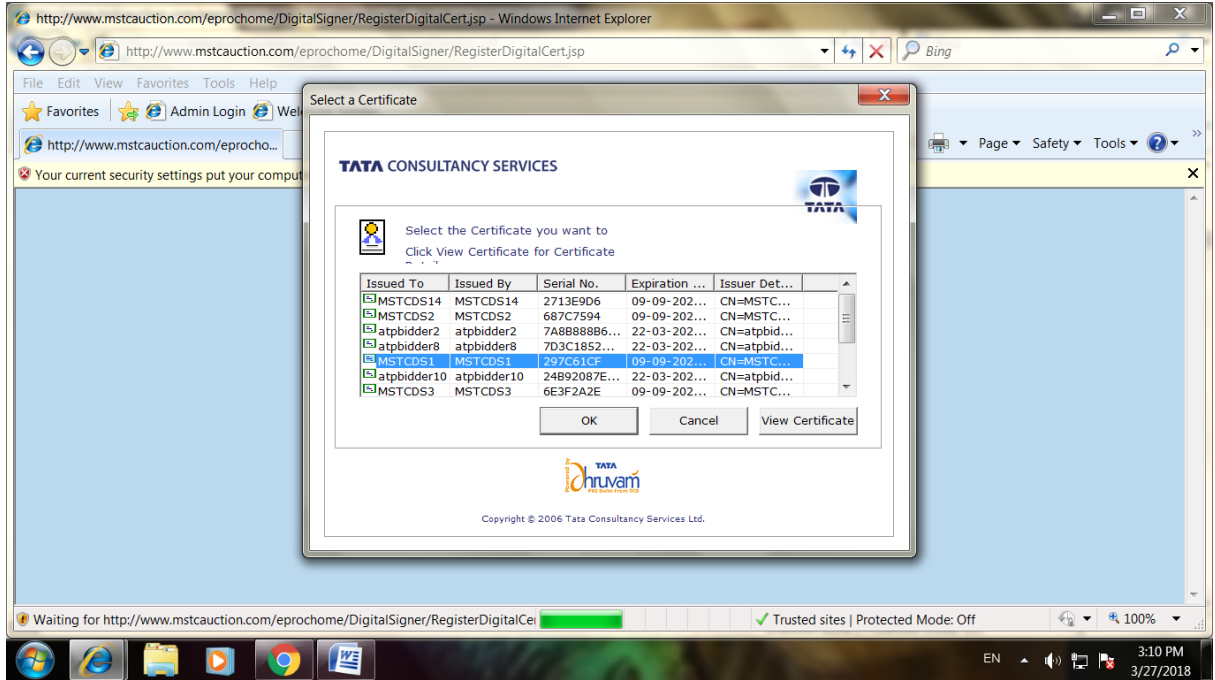


7. The system shall ask for your DSC as below

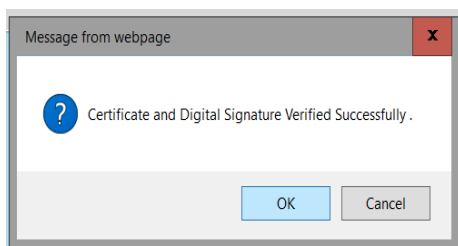


8. Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person DSC provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name

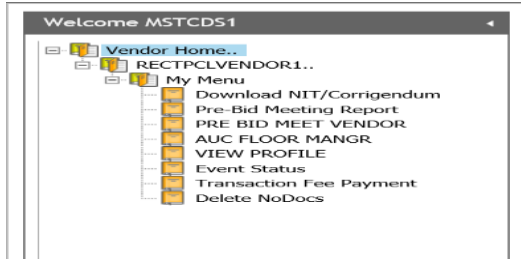
and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



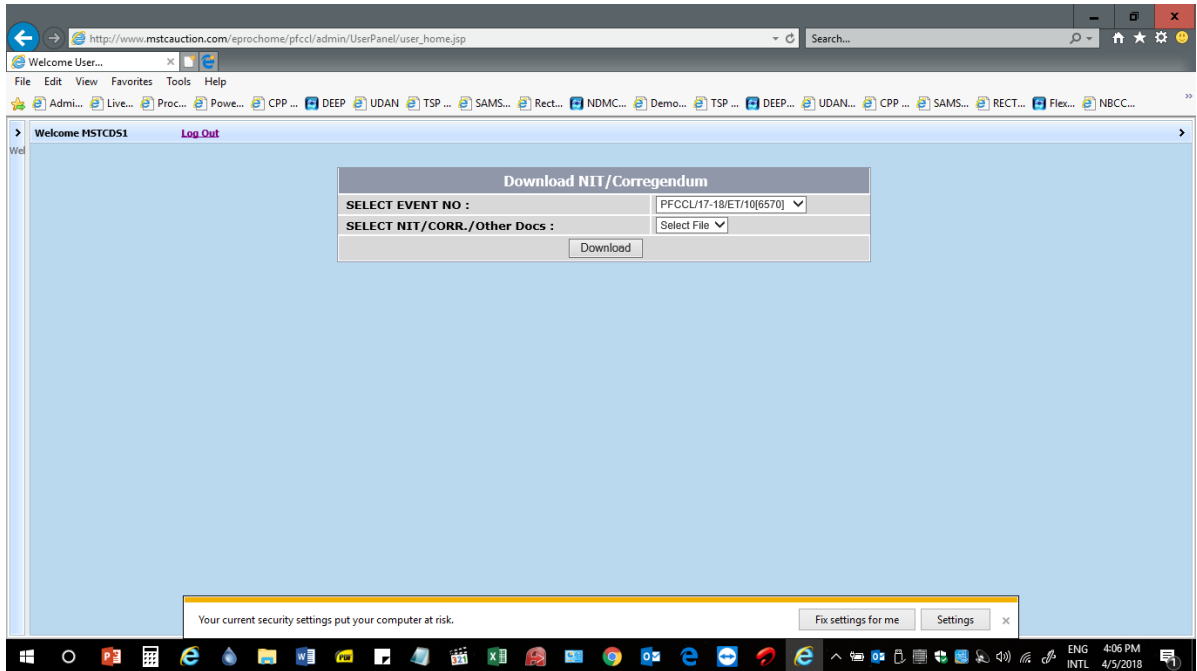
9. Your digital signature will be verified



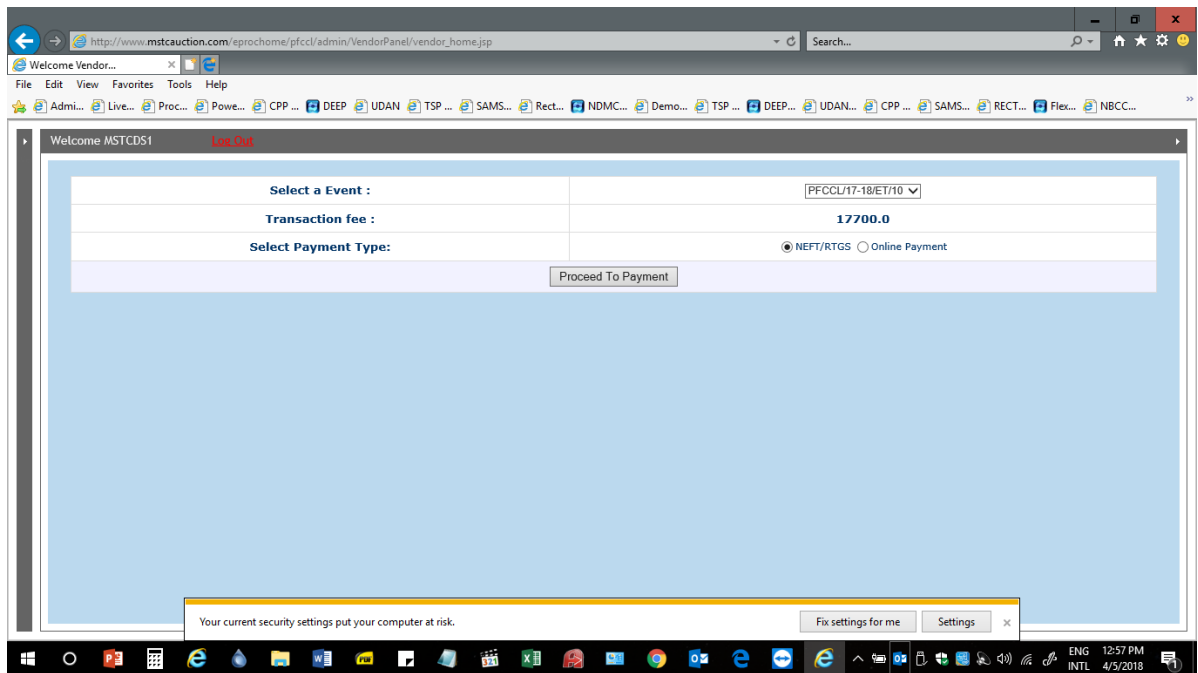
10. Once login is complete, a bidder can access My Menu through the left side of the page:



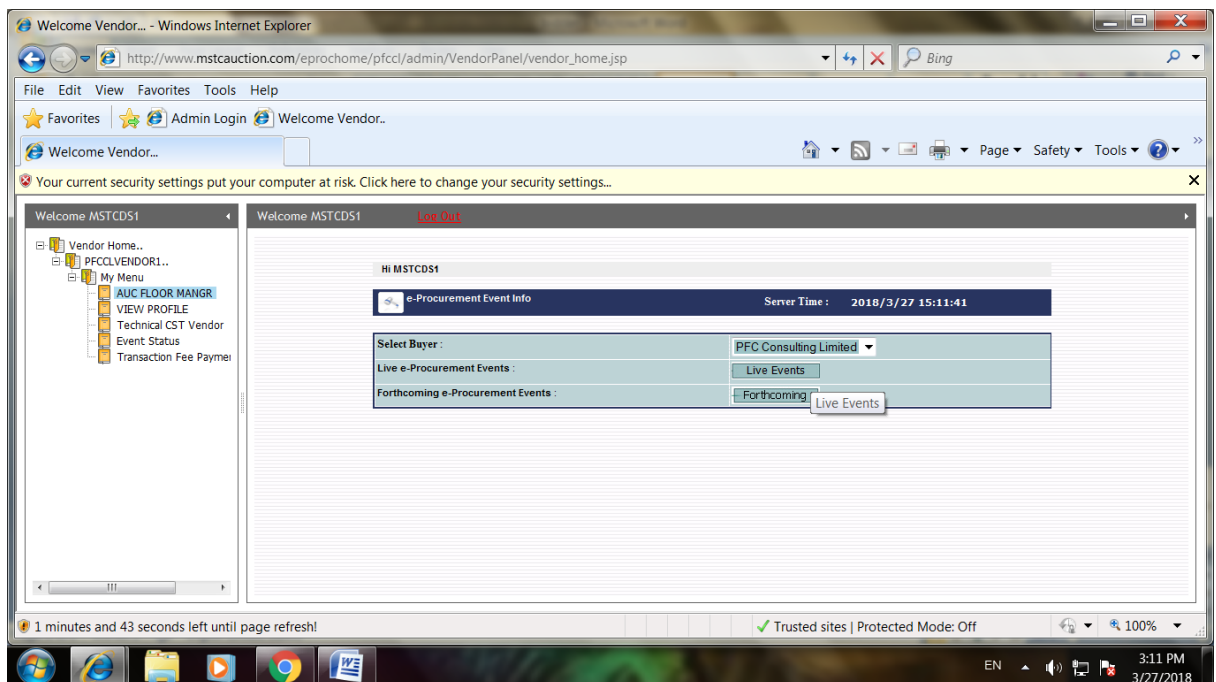
11. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum. Select Event number and click on download to download the files:



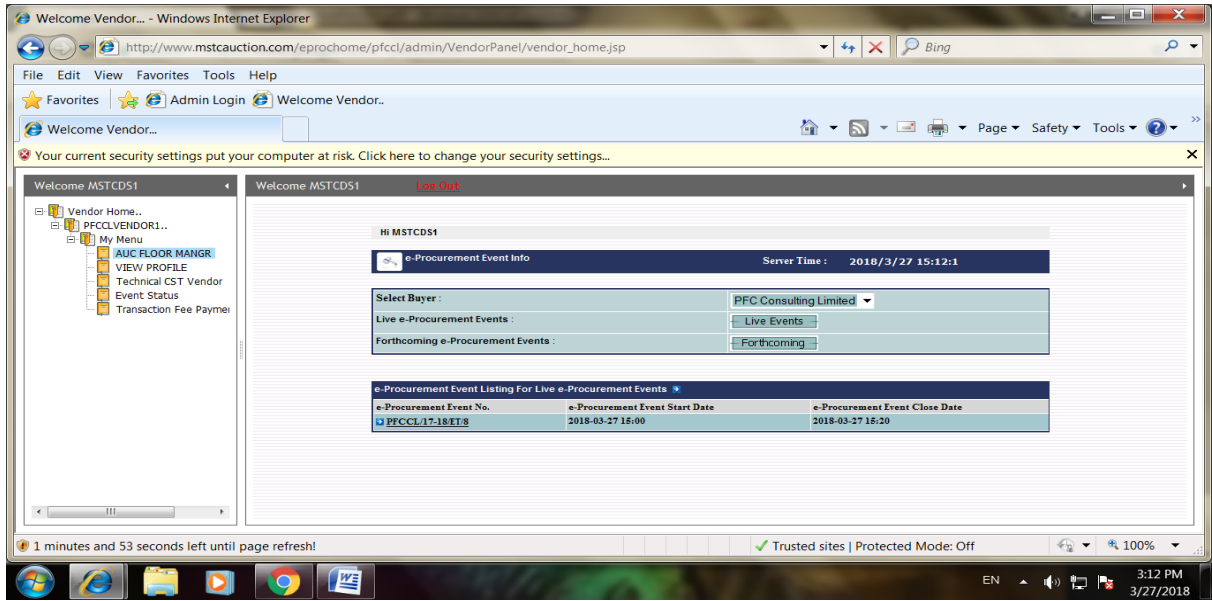
12. After going through NIT, a bidder will be required to submit the transaction fee of MSTC before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEFT/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).



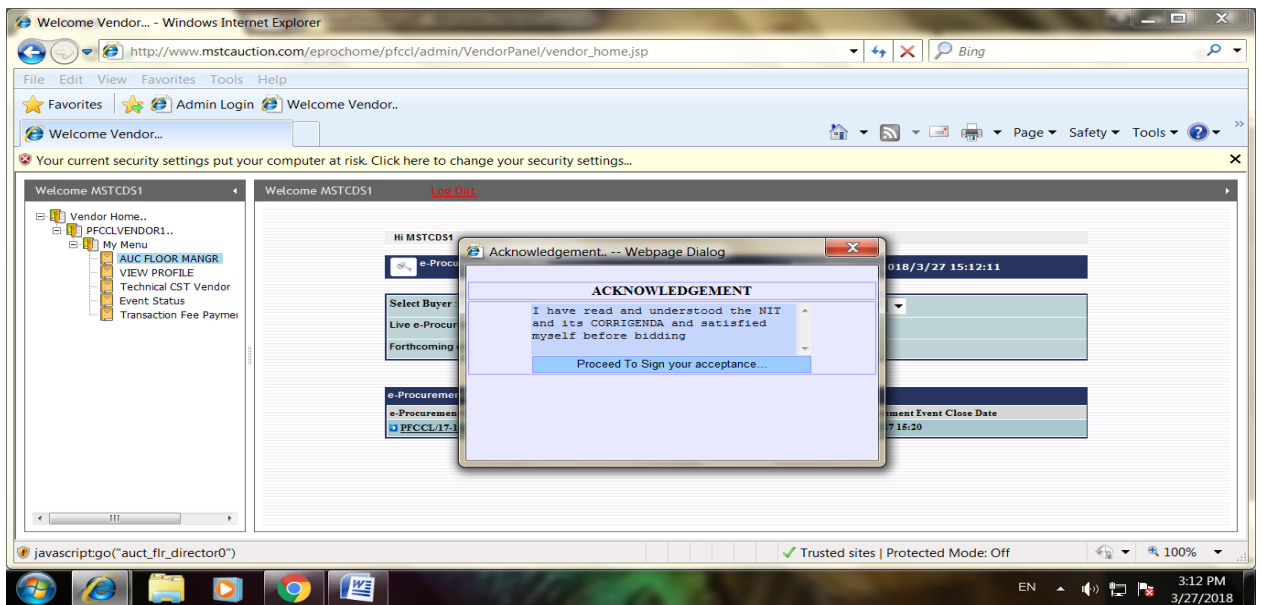
- After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.



- Select the events on which want to bid.

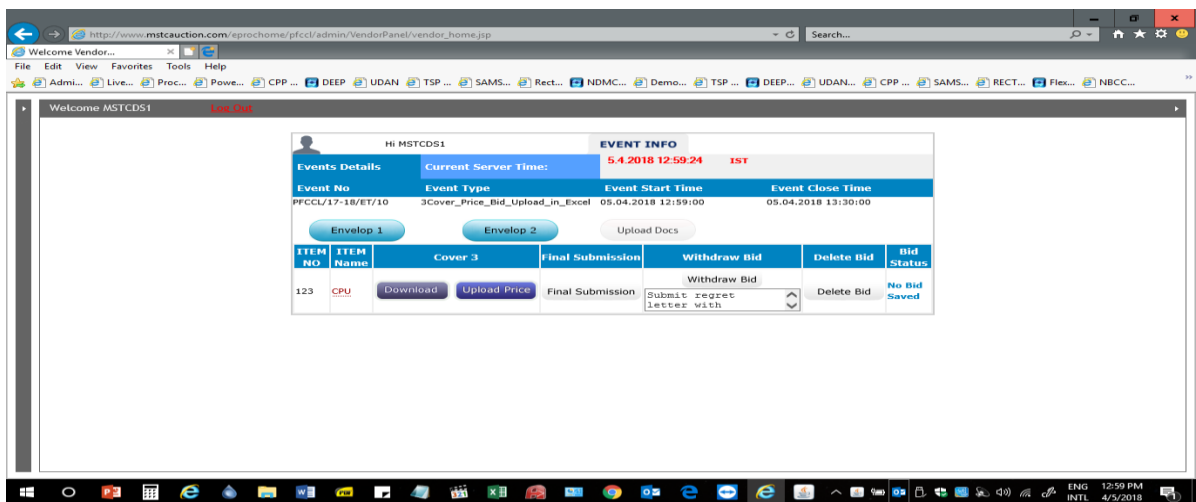


15. Click on Process to sign your acceptance then select your DSC.

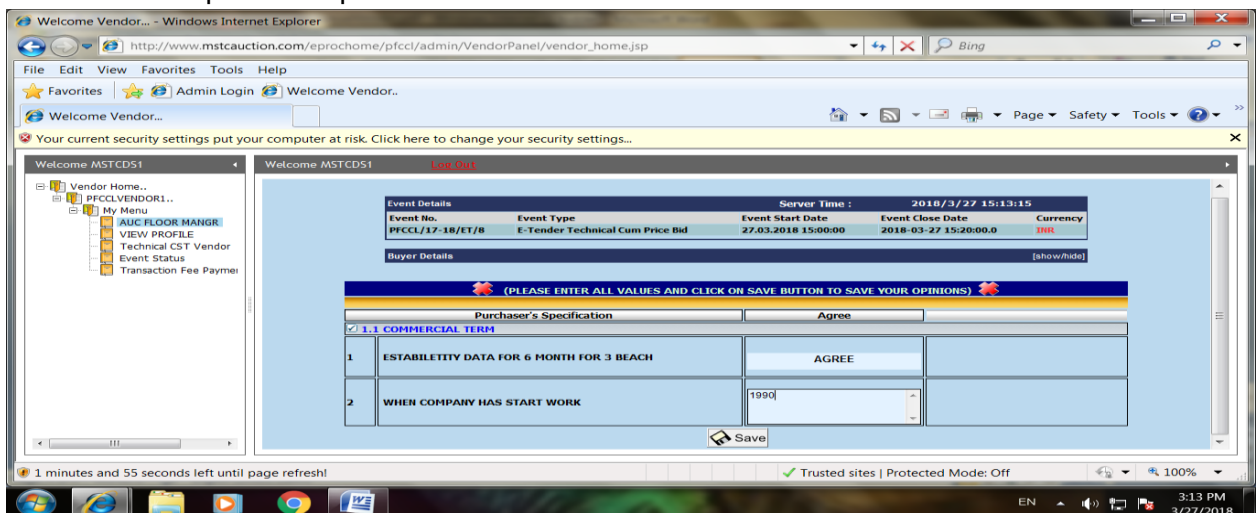




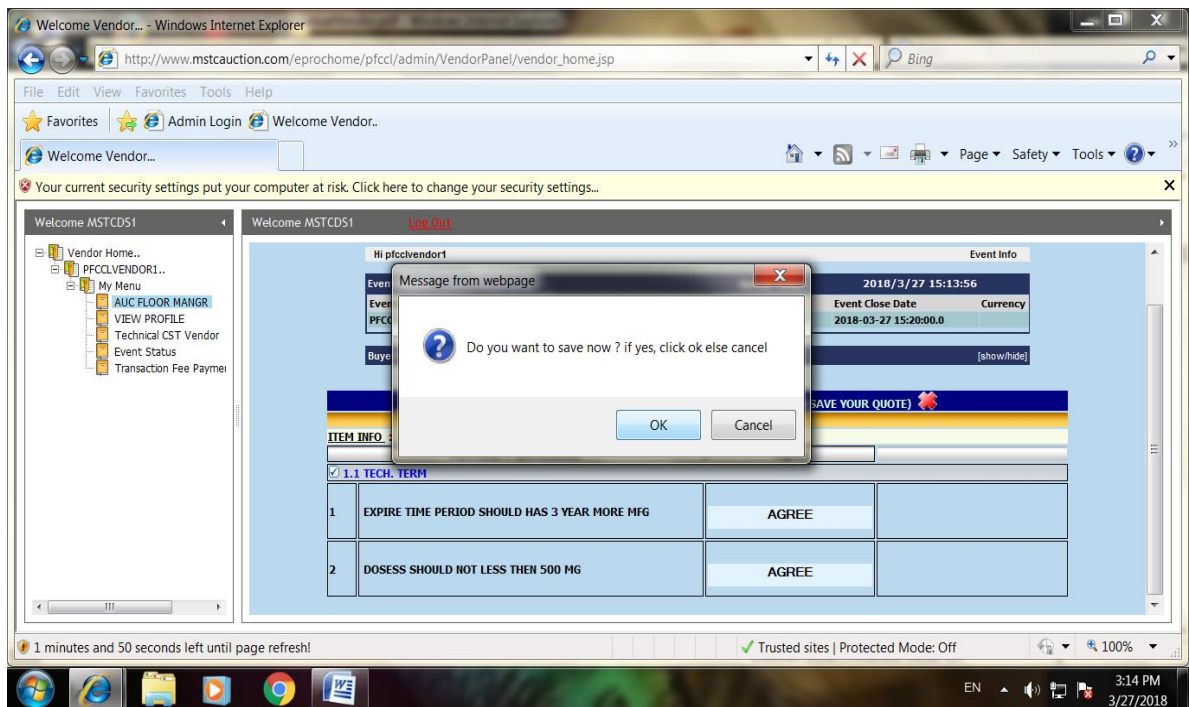
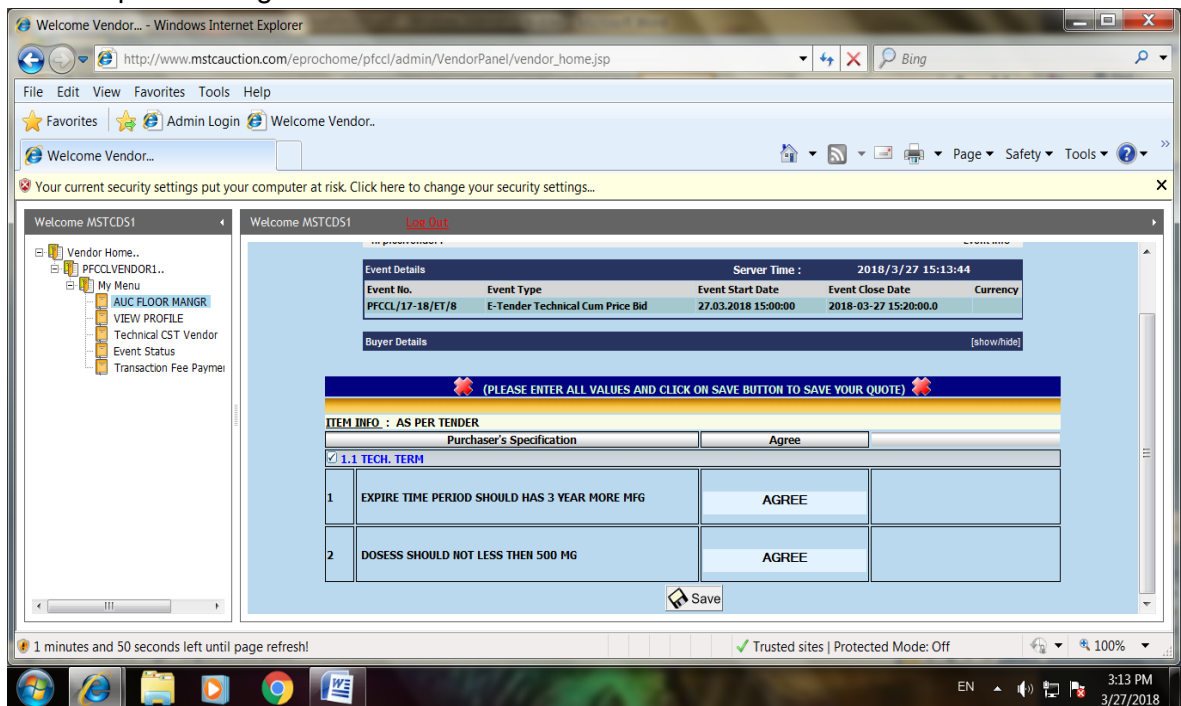
16. Next the auction floor manager will be visible:



17. Click on envelop 1 to fill up commercial terms and click Save to submit.



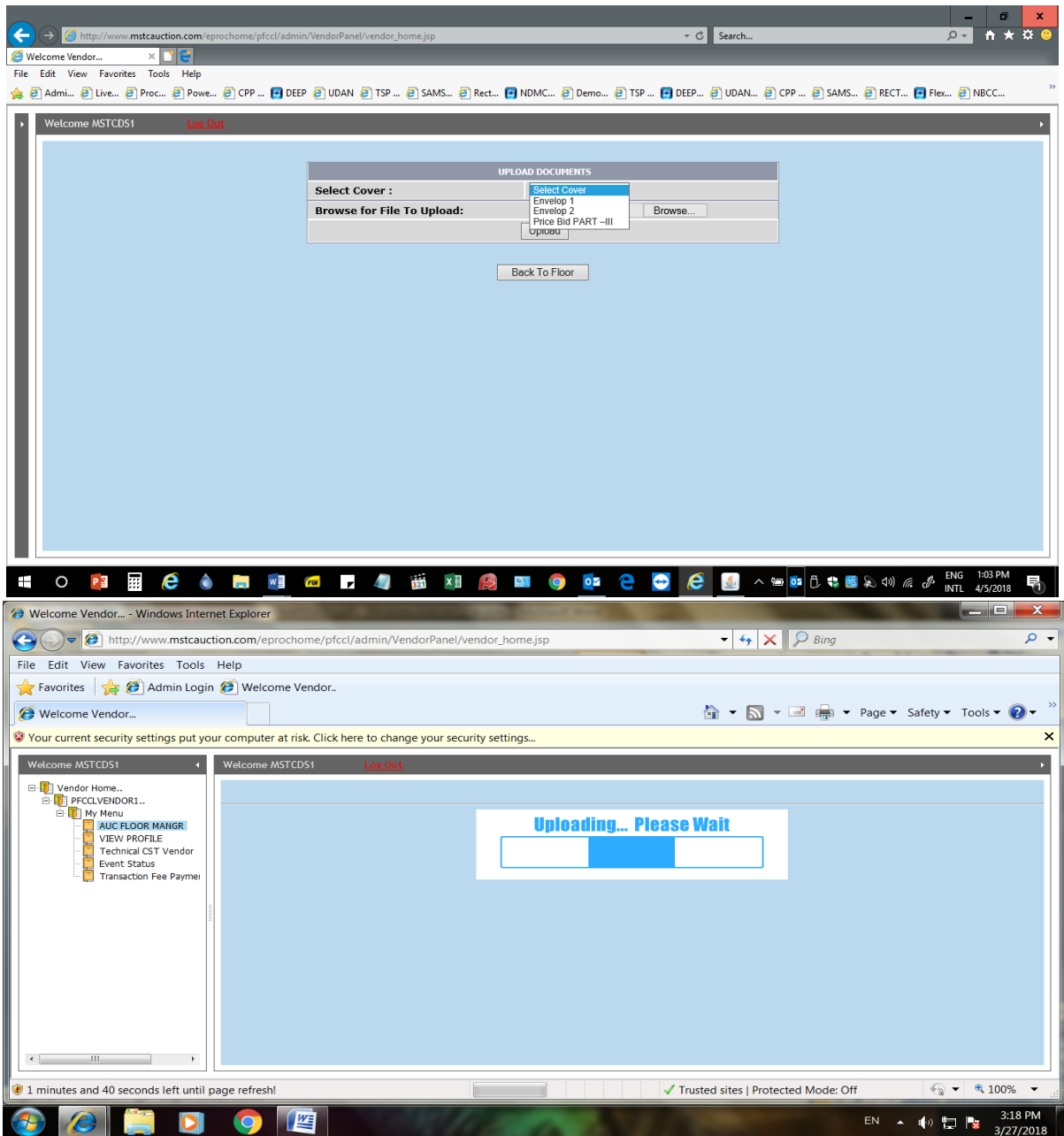
- Click on envelop 2 to submit techno commercial part of the bid. Fill up detail as below for example showing below and click Save → ok.

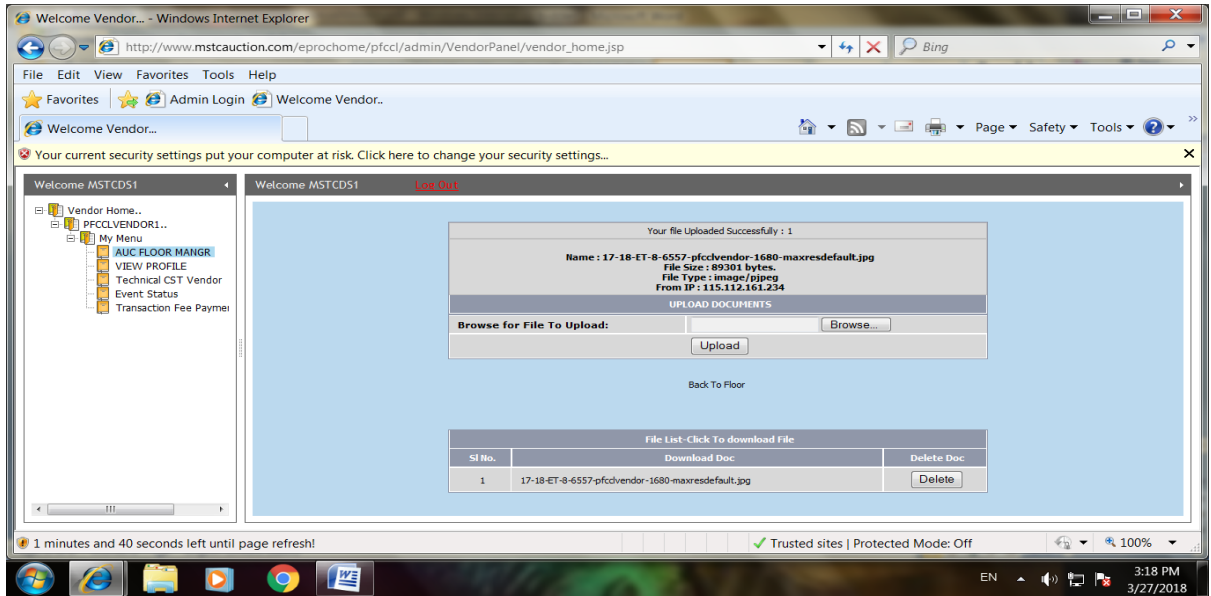


- Click on download in cover 3 to download the excel format for filling price bid. Download it and fill it without changing the name of the file. Once finished, click on upload price button to upload the price bid.

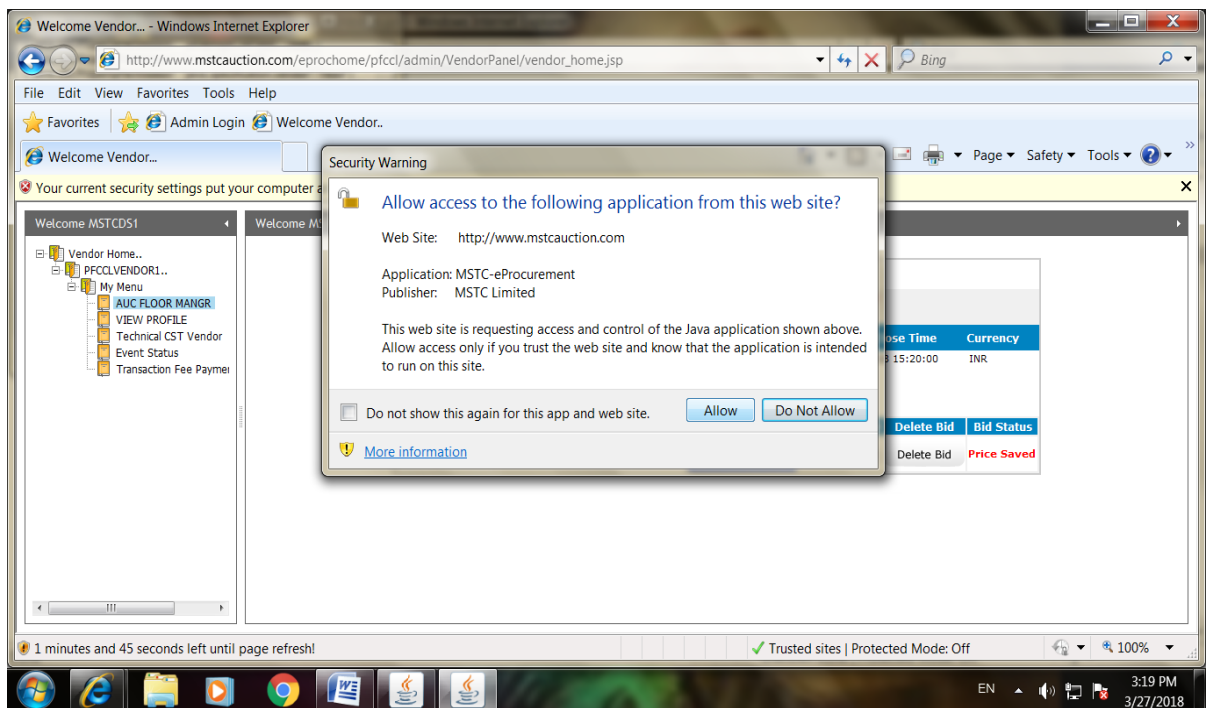


20. Click on upload Docs → select cover, then file from browser → upload. Please note that price bid excel does not have to be uploaded here. It has to be uploaded only in Cover 3 as explained above.

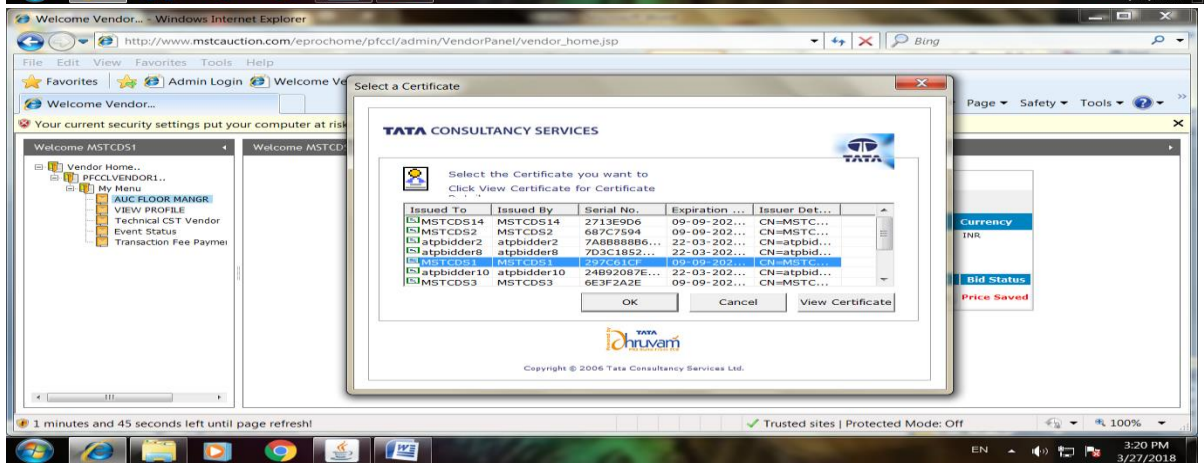
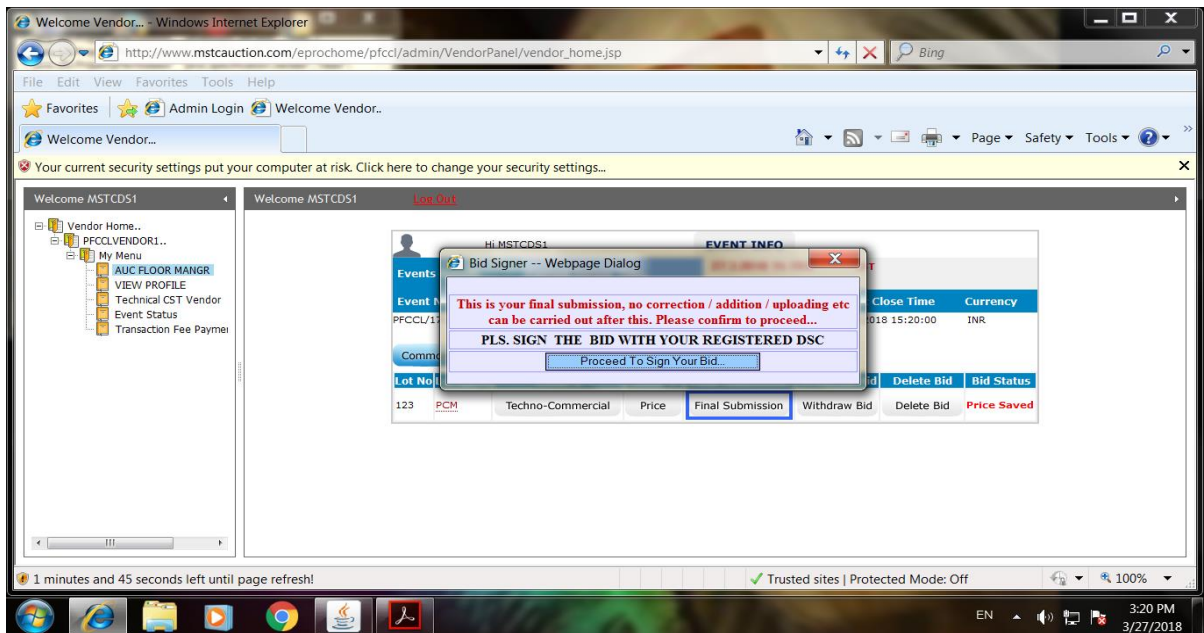




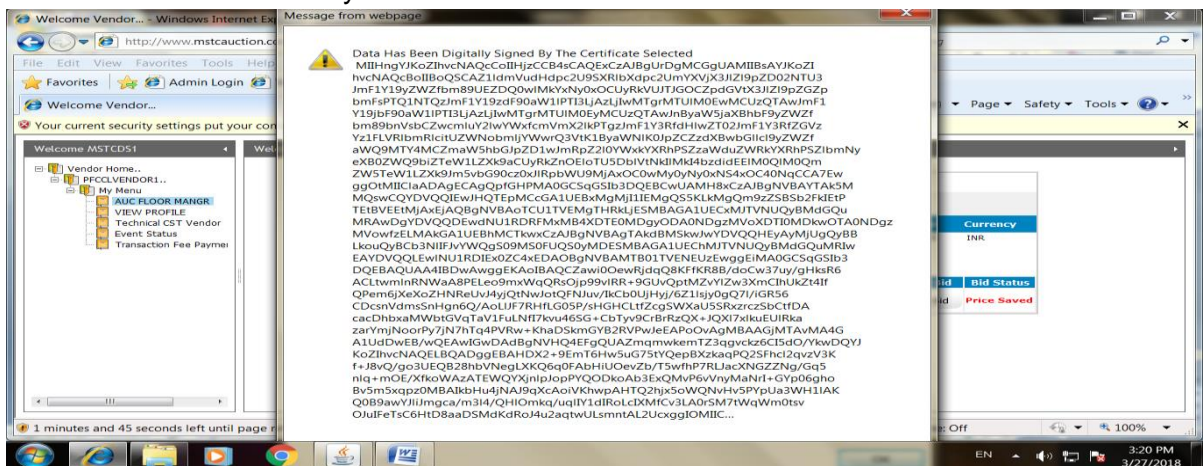
21. Come back to floor and Click on Final submission → allow access to the application → Allow



22. Click on process to sing your Bid and select your DSC→Ok



23. Bid will be submitted finally and Screen will look like it.



Note :

In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.