

Request for Empanelment (RFE)

For

Empanelment of Advanced Metering Infrastructure (AMI) Service Provider

for

Implementation of Smart Prepaid Metering under RDSS Scheme



Corporate Office

9th Floor, Statesman House

Barakhamba Road

Connaught Place, New Delhi – 110001

December, 2024

Table of Contents

Disclaimer	3
1. Definitions and Interpretations	4
1.1. Definitions	4
1.2. Rules of Interpretation	4
2. Empanelment of AMISP	5
2.1. Introduction	5
2.2. Key features of empanelment	5
2.3. Brief description of Empanelment Process	5
2.4. Brief Description of RFP Process for any AMISP Project	6
3. Key Changes compared to the provision of SBD	8

Disclaimer

The information contained in this RFE or any other information provided to Applicants, in writing, by or on behalf of the PFCCL and its employees or advisors is provided to Applicants on terms and conditions set out in this RFE and such other specific terms and conditions subject to which such information is provided.

This RFE is not an agreement by itself and is neither an offer nor an invitation by PFCCL to Applicants or any other Person. The purpose of this RFE is to set the terms for the selection process and to provide Applicants with information that may be useful to them in preparation and submission of their Applications.

This RFE includes statement which reflect various assumptions and assessments arrived at by the PFCCL and its employees or advisors. Such assumptions, assessments and statements do not purport to contain all information that Applicants may require. The information contained in this RFE may not be appropriate for all persons and it is not possible for the PFCCL and its employees or advisors to consider the data requirements, investment objectives, financial situation and particular needs of each Person who reads this RFE. The assumptions, assessments, statements and information contained in this RFE may not be complete, accurate, adequate or correct. Each Applicant 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 RFE.

The information provided in this RFE to Applicants is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended as a complete or authoritative statement under any law. PFCCL and its employees and advisors accept no responsibility or otherwise any obligation on any interpretation or opinion on laws expressed in this RFE.

Except as specifically provided in this RFE, PFCCL and its employees and advisors make no representation or warranty, expressed or implied, and shall have no liability to any Person, including any Applicant, under any law, statute, rules or regulations or contract or tort or any principle of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of or in connection with anything contained in this RFE, including the accuracy, adequacy, correctness, completeness or reliability of this RFE and any assessment, assumption, statement or information contained in this RFE or deemed to form part of this RFE or otherwise supplied or arising in any way from the empanelment process of AMISP.

It shall be deemed that by submitting the Application, an Applicant agrees and releases the PFCCL and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights or performance of any obligations under this RFE or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights or claims it may have in this respect, whether actual or contingent, whether present or in the future.

PFCCL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, arising from reliance of any Applicant upon the content of this RFE. PFCCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFE.

The issuance of this RFE does not imply that PFCCL is bound to qualify any Applicant or to select any Applicant for the stated purpose. PFCCL reserves the right to reject all or any of the Applications or cancel or withdraw the entire RFE process without assigning any reasons whatsoever and without any liability.

This RFE, along with its Annexures, is not transferable. The RFE and the information contained therein is to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

1. Definitions and Interpretations

1.1. Definitions

1.1.1. The words and expressions beginning with capital letters and defined in this RFE shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

Addendum or Addenda	shall mean an addendum or addenda to this RFE;
Applicant	shall mean any agency submitting its application for empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme as per the terms and conditions set out in this RFE;
Application	shall mean the response to this RFE submitted by an Applicant;
Application Fee	shall mean the fee mentioned in Clause 3.7.1;
Empanelment Period	shall mean the period provided in Clause 2.2.2;
Empanelment Process	Shall mean the process undertaken by PFCCL to select an Applicant for Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme as per the terms and conditions set out in this RFE;
Estimated Project Cost	shall have the meaning as ascribed to in Clause 2.3.5;
Financial Proposal	shall have the meaning as ascribed to in Clause 2.4;
Group	shall have the meaning as ascribed to in Clause 2.2.5;
PFCCL	shall mean PFC Consulting Limited;
RDSS	shall mean the Revamped Distribution Sector Scheme Reforms-Based And Results-Linked of Govt. of India;
RDSS Guidelines	shall mean the latest version of the guidelines for RDSS including amendments thereof; Link: https://recindia.nic.in/rdss-guidelines-and-om
RFE	shall mean this Request for Empanelment document for empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme along with all schedules and annexures and shall include any modifications, amendments or alterations or clarifications thereto;
RFP	shall mean the Request for Proposal that would be issued by PFCCL after conclusion of the RFE stage as per Clause 2.4 of this document;
Rupee or INR	means Indian Rupee, the lawful currency of India;
Technical Proposal	Shall have the meaning as ascribed to in Clause 2.3;
SBD	shall mean the latest version of the Standard Bidding Document for "Appointment of Advanced Metering Infrastructure (AMI) Service Provider for Smart Prepaid Metering in India on DBFOOT basis" including amendments thereof; Link: https://recindia.nic.in/SBD-AMISP

1.2. Rules of Interpretation

1.2.1. In this RFE

- (a) Table of Contents, headings and sub-headings are for convenience only and shall not affect construction and interpretation of this RFE;
- (b) the singular includes the plural and vice versa;
- (c) references to Articles, Sections, Clauses, Schedules, Appendix and Annexure are, unless the context otherwise requires, references to Articles, Sections, Clauses, Schedules, Appendix and Annexure of this RFE;
- (d) "includes" and "including" shall mean "including without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (e) reference to any law or regulation having the force of law includes amendments, modifications, supplements, extensions or re-enactments thereof in future;
- (f) Any reference to time is a reference to the time in India;
- (g) Words and definitions not defined in this RFE but defined in the SBD shall have the meanings assigned to them in the SBD respectively.

2. Empanelment of AMISP

2.1. Introduction

- 2.1.1. Ministry of Power (MoP), Govt. of India has issued a Project Implementation Agency (PIA) Scheme under which PFCCCL has been designated as one the PIAs for taking projects on implementation of Smart Metering for States/Discoms under RDSS Scheme.
- 2.1.2. PFCCCL intends to empanel AMISPs in accordance with the terms and conditions provided in the SBD for implementation of Smart Prepaid Metering in India.

2.2. Key features of empanelment

- 2.2.1. The empanelled AMISP will undertake various activities as defined under the "Section 6: Project Requirements" in the SBD.
- 2.2.2. **Tenure of Empanelment:** The tenure of empanelment of AMISPs shall be for a period of two (2) years which may be extended further on mutual consent. At present, the sunset date of the RDSS scheme is 31.3.2026. The empanelment of AMISPs would be valid even if the RDSS scheme is extended or gets subsumed in any new scheme of Govt. of India.
- 2.2.3. **Appointment of AMISP by PFCCCL:** PFCCCL will select AMISPs from amongst the empanelled agencies based on RFP process carried out as per Clause 2.4 of this RFE from time to time for prospective projects to be taken up by PFCCCL as PIA under each Group.
- 2.2.4. Key changes compared to provision of SBD is provided in Chapter 3 of this RFE. In case of any conflict between provisions of this RFE and SBD, the provisions of this RFE will prevail.
- 2.2.5. Bidders will be empanelled in different groups as per the following:

Group	Project Size (by volume of Smart Meters)
Group 1	0 to 2 Lakhs
Group 2	2 to 10 Lakhs
Group 3	10 to 20 Lakhs
Group 4	>20 Lakhs

- 2.2.6. Applicants at this stage shall be required to submit their Technical Proposals only in line with Clause 2.3 of this RFE and the provisions of the SBD. PFCCCL, shall seek Financial Proposals from the qualified Applicants at the RFP stage in line with the SBD.
- 2.2.7. PFCCCL, reserves the right, at any time, to accept or reject any or all Applications, annul Empanelment Process and reject all Applications, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any person, including the Applicants.

2.3. Brief description of Empanelment Process

- 2.3.1. Each Applicant is required to submit a single Application as per format given in Clause 3.9 of this RFE comprising of the Technical Proposal only
- 2.3.2. Each Applicant shall submit only one (1) Technical Proposal mentioning the Group(s) that they are applying for, along with an Application Fee of INR One Lakh (INR 1,00,000) plus GST (as per applicable rate). An Application shall be summarily rejected if it is not accompanied with the Application Fee. The Technical Proposal shall demonstrate qualification for the Group having highest Estimated Project Cost amongst the Group(s) an Applicant is applying for to ensure that the Applicant meets the criteria(s) provided in the SBD for all the Group(s) it is applying for. In case Applicant does not meet the Qualification Requirements for the Group having highest Estimated Project Cost amongst the Group(s) it is being evaluated for based on its Application, the Technical Proposal shall be evaluated for next highest Estimated Project Cost amongst the Group(s) it is being evaluated for based on its Application. In case Applicants want to apply for different Group(s) with different Consortium Member(s), the same would be allowed. However, they need to submit separate Application along with all the requisite documents. Further, receipt of multiple Applications from any applying entity for any particular Group as sole Applicant and/ or as a Consortium will lead to rejection of all such Applications.
- 2.3.3. In exceptional circumstances, PFCCCL at its sole discretion, may allow a change in Consortium Members (other than the Lead Consortium Member) in a Consortium empanelled for a particular Group. Any such change request shall be evaluated as per the terms of RFE and SBD and in such a case, the Applicant need to comply with Section 3, Clause 30 of the SBD regarding change in equity participation of any of the consortium members in the SPV to be formed.
- 2.3.4. Technical Proposal shall be evaluated as per the requirements provided in Clause 2.3.2 of this RFE and the provisions of the SBD.

- 2.3.5. The estimated project cost for various Groups for the purpose of evaluation of Qualification Requirements and other provisions of the SBD shall be as follows:

Group	Estimated Project Cost (INR Cr)
Group 1	180 (considering 2 lakhs nodes)
Group 2	900 (considering 10 lakhs nodes)
Group 3	1,800 (considering 20 lakhs nodes)
Group 4	4,500 (considering 50 lakhs nodes)

- 2.3.6. The Applicant shall be required to provide Security Deposit of INR One Crore (INR 1,00,00,000). Applicant shall provide the Security Deposit in the form of four (4) unconditional and irrevocable bank guarantee of INR Twenty-Five Lakhs (INR 25,00,000) each. An Application shall be summarily rejected if it is not accompanied by the Security Deposit. The Applicant shall be asked to submit Bid Security during the RFP process in line with the SBD.
- 2.3.7. Applicants at the end of the empanelment process shall be empanelled in the applicable Group(s) for which the Applicant has applied for subject to meeting the qualification requirement as per the SBD.
- 2.3.8. During the tenure of empanelment, the empanelment process will be kept open. After ninety (90) days from the "Last date of submitting the Application" as per Clause 3.7.1 of this RFE, new applications from Applicants shall be accepted and processed by PFCCL as and when received. However, the last date of validity of empanelment shall remain same for all the selected Applicants irrespective of their date of empanelment. It is the sole responsibility of the Applicant(s) to get themselves empanelled prior to the issuance of RFP. PFCCL doesn't take any liability whatsoever towards any Applicant not being able to get itself empanelled prior to issuance of RFP.
- 2.3.9. Any queries or requests for additional information relating to this RFE shall be submitted to PFCCL in accordance with the provisions of the SBD.

2.4. Brief Description of RFP Process for any AMISP Project

- 2.4.1. For each project during the Empanelment Period, PFCCL shall invite Financial Proposals as per the format prescribed in the SBD from the empanelled Applicants (hereinafter referred as "Bidder") as on the date of issuance of RFP, for the applicable Group.
- 2.4.2. The Financial Proposal of the Bidder shall be as per the project cost estimated by them for the entire contract duration as per SBD for undertaking various activities as defined in the SBD including site survey, planning, designing, financing, engineering, manufacturing, supply, transportation & insurance, delivery at site, unloading, handling, storage, installation, integration, testing, commissioning, demonstration for acceptance, training, maintenance, operation and documentation of various AMISP components etc.
- 2.4.3. At RFP stage, PFCCL may ask for additional documents from the empanelled agencies to check compliance against the Qualification Requirements as per provisions of SBD based on outcome of evaluation of the submitted documents carried out by PFCCL at the RFE stage.
- 2.4.4. Gross Budgetary Support (GBS) under RDSS Guidelines needs to be factored in by the Applicant while submitting the Financial Proposal.
- 2.4.5. Bidder shall be required to submit Bid Security at the RFP stage as per terms of the SBD.
- 2.4.6. Non submission of Financial Proposal by the Bidder shall lead to invocation of Security Deposit by PFCCL. In the event of non-submission of Financial Proposal by the Bidder as a first instance, the Security Deposit shall not be invoked. However, any further non-compliance by the Bidder in submission of Financial Proposal shall cause its Security Deposit to be invoked by PFCCL to the extent of INR Twenty Five Lakhs (INR 25,00,000) for each such instance. Further, in case of forfeiture of Security Deposit, the Bidder shall be required to replenish the same within fifteen (15) days to be eligible for participation in bid for other Group(s) for which the Bidder has been empanelled at the RFE stage. However, such forfeiture of Security Deposit shall not be applicable in case the bid invited is for less than One Lakh (1,00,000) meters at the RFP stage.
- 2.4.7. In addition to the GBS under RDSS, PFCCL may consider providing an additional payout to the AMISP on INR/ meter basis which will be declared to Bidders at the RFP stage. Such additional payout shall be released along with the GBS as per the provisions of the SBD. However, the outer limit of Weighted Average Cost of Capital (WACC) to be deployed by PFCCL, if any, shall be ten percent (10%) in line with the broad boundary conditions specified in the PIA scheme of MoP
- 2.4.8. PFCCL may at its discretion conduct an e-reverse auction.
- 2.4.9. The Financial Proposals of the Bidders would be evaluated as per the provisions of the SBD.
- 2.4.10. Bidder submitting the lowest quote in the Financial Proposal shall be selected for award of the project(s). PFCCL shall issue the Letter of Award (LoA) to the selected Bidder and proceed

Request for Empanelment

with the execution of the Contract. Bidder shall be required to submit Performance Security as per the provisions of the SBD.

3. Key Changes compared to the provision of SBD

- 3.1. Clause 29.2 under "Section – 3: Instructions to Bidders and Bid Data Sheet" of the SBD shall be revised as follows:
"29.2 ~~The Utility~~ **PFCCCL** shall, as a condition precedent to the award of the contract to the selected bidder **and after establishment of a Direct Debit Facility by the Utility in favour of PFCCCL**, establish a Direct Debit Facility as mentioned in GCC Clause 5.2"
- 3.2. Clause 8.1(a) under "Section – 6: Project Requirements" of the SBD shall be revised as follows:
"8.1 (a) Professional Training - This is the training for the core group of implementation team of **PFCCCL and the Utility**. This team will comprise of members from all the Business Functions and IT sections. Each member would be trained in the relevant function/module. This Training would be required to be given to ~~approximately [X] personnel~~ **identified personnel of Utility and PFCCCL at least 2 times a year during first 3 years**. It is the responsibility of AMISP to deliver this training. Standard curriculum designed and agreed by **PFCCCL and the Utility** for hardware, software and network preferably shall be arranged by the AMISP for each group. The Utility/ **PFCCCL** will prefer if a portion of the training is conducted on-site."
- 3.3. Clause 5.2.6 to Clause 5.2.9 under "Section – 7: Contract Form and Conditions of Contract" of the SBD shall be revised as follows:
"5.2.6 AMISP will raise and deliver the invoice and the Deliverables mentioned above to **Utility PFCCCL** for the monthly payments (excluding lumpsum payment against Auxiliary LT items) within first 5 (five) working days of every month. AMISP shall also raise a supplementary invoice for the agreed amount towards software change requests/new requirements completed in the previous month, in accordance with Article 14.2 of this Contract. **Utility PFCCCL** will review the AMISP invoice raised by the AMISP and the Deliverables including the SLA performance report, in accordance with Article 8, within ~~5 (five)~~ **15 (fifteen)** working days from the invoice and SLA performance report delivered by the AMISP. **Utility PFCCCL** may dispute the amount payable and shall pay the undisputed amount of the payment due via direct debit facility (as specified in Article 5.2.7) from the ~~11th (eleventh)~~ **26th (twenty sixth)** working day of every month till the ~~10th (tenth)~~ **25th (twenty fifth)** working day of succeeding month. The disputed amount, (related to actual number of meters installed, integrated and operationalized, penalty imposed due to non-compliance of SLAs, and liquidated damages), shall be dealt as per Article 13 of this Contract.
- 5.2.7 **Utility PFCCCL** shall, as a condition precedent to the award of contract to the selected bidder **and after establishment of a Direct Debit Facility by the Utility in favour of PFCCCL**, establish a Direct Debit Facility ~~for the entire online consumer payments~~ to ensure recovery of the amount due to be paid to the AMISP including amount due to be paid towards supplementary invoice. In this regard, **Utility PFCCCL** shall create a separate facility ~~compatible with all online payment options such as Net Banking, Credit/ Debit Card, Mobile Wallets, UPIs, etc. This facility which~~ shall be configurable for direct debit of 100% (hundred percent) of the monthly payment due to the AMISP from ~~all recharges and bill payments by Consumers~~ **the payments received by PFCCCL from the Utility**. For the avoidance of doubt, it is expressly acknowledged that the Direct Debit Facility **created by the Utility in favour of PFCCCL** shall not be restricted to the area where the AMISP is providing services but for the entire area of supply of the Utility.
- 5.2.8 The Direct Debit Facility would include a bucket filling approach whereby all ~~consumer recharges and bill payments from the 11th (eleventh) working day of every month up to 10th (tenth) working day of the immediately succeeding month~~ **payments received by PFCCCL from the Utility** will be routed ~~directly through a separate facility created by PFCCCL~~ to the AMISP's bank account till such time the undisputed amount of the payment due including amount due towards with supplementary invoice issued by AMISP is recovered in its entirety. Once the entire undisputed amount of the payment due including amount due towards supplementary invoice is recovered, the Direct Debit Facility shall no longer transfer any money to the AMISP. In the event the overall monthly amount due to the AMISP (i.e., 100% of undisputed amount due to be paid including any amount due to be paid towards supplementary invoice issued by

AMISP) as the sum of the ~~consumer~~ payments from the Utility is not reached till ~~10th~~ **25th** working day of the next month, the shortfall/ deficit amount shall be paid along with the undisputed amount due to be paid including any amount to be paid towards supplementary invoice issued by AMISP for the immediately succeeding month. In case ~~Utility~~ **PFCCCL** fails to clear any payment (including disputed amount) of the AMISP within ~~45 (forty five)~~ **60 (sixty)** days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract.

- 5.2.9 While establishing the direct debit facility and to ensure adequate funds for timely payment to the AMISP, ~~Utility~~ **PFCCCL** shall ensure the direct debit facility so created **by the Utility in favour of PFCCCL**, has an average monthly inflow of at least 5 (five) times the estimated monthly payment to the AMISP. Average monthly inflow shall be calculated for the last six calendar months from the date of letter of award."
- 3.4. Clause 5.2.13 under "Section – 7: Contract Form and Conditions of Contract" of the SBD shall be revised as follows:
"5.2.13 For lumpsum payment against Auxiliary LT items, the AMISP shall raise and deliver a separate invoice on a quarterly basis and payment for the same shall be released by ~~Utility~~ **PFCCCL** through electronic mode in designated bank account of the AMISP. The payment against this invoice shall not be included as part of the direct debit mechanism as mentioned in Article 5.2.8 above and ~~Utility~~ **PFCCCL** shall reconcile and release the undisputed payment **on receipt of the corresponding amount from the Utility** within ~~60 (sixty)~~ **75 (seventy five)** days of receipt of invoices along with requisite documents. The disputed amount shall be dealt as per Article 13 of this Contract. In case ~~Utility~~ **PFCCCL** fails to clear any payment (including disputed amount) of the AMISP within ~~60 (sixty)~~ **75 (seventy five)** days of receipt of invoices, interest on the delayed payment shall be applicable as mentioned in Article 5.2.14 of the Contract."
- 3.5. Clause 5.2.16 under "Section – 7: Contract Form and Conditions of Contract" of the SBD shall be revised as follows:
"5.2.16 AMISP service charge along with Lumpsum payment per meter paid by ~~Utility~~ **PFCCCL** to the AMISP will be considered as an Operational Expenditure on ~~Utility's~~ **PFCCCL's** account"
- 3.6. Clause 7.4 and 7.5 under "Section – 7: Contract Form and Conditions of Contract" of the SBD shall be revised as follows:
"7.4 If the AMISP achieves milestone of "Installation Milestone (as provided in Section 6) at least one month in advance than the timelines specified in the Contract, ~~Utility~~ **PFCCCL** shall provide an incentive as specified in SCC
7.5 Upon achieving Installation Milestone, in accordance with Article 7.4, AMISP shall be entitled to raise a supplementary invoice for the amount indicated therein. The Supplementary invoice shall be paid along with the amount due to be paid for AMISP Service Charges for the immediately succeeding month **on receipt of the corresponding amount by PFCCCL from the Utility"**

3.7. Important Dates, Amounts and Other Details

3.7.1. Important Dates, Amounts and Other Details under "Section-1: Request for Proposal Notice" of the SBD shall be as follows:

Dates

			Date	Time
a)	Commencement of downloading of this RFE	:	19.12.2024	17:00 hrs
b)	Pre-Empanelment meeting	:	09.01.2025	11:00 hrs
c)	Last date for submitting the Application	:	03.02.2025	15:00 hrs
d)	Date of Opening of Technical Proposal	:	03.02.2025	15:30 hrs
e)	Intimation to Empanelled Applicants	:	To be intimated later	

Amounts for Bidding

A.	Application Fee to be submitted with the RFE (Non-Refundable)	:	INR 1,00,000 + GST (as per applicable rate)
B.	Security Deposit (Refundable)	:	INR 1,00,00,000 (4 unconditional and irrevocable bank guarantee of INR 25,00,000 each)
C.	Other Payments or Bank Guarantees for the AMISP shall be as per the terms and conditions defined in the SBD		

Other Details

A.	Address for Communication including Contact details: Name Sh. Anupam Kashyap Designation Chief Manager Address 9 th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001 Tel 011-23443999 Email anupam_kashyap@pfcindia.com
B.	Payment of Application Fee (non-refundable): 1. Application Fee shall be made in the form of A/C payee demand draft in favour of PFC Consulting Ltd. or RTGS payable at New Delhi drawn on any Scheduled Commercial Bank. The Bank details of PFCCL are as follows: ICICI Bank A/c No. : 000705036117 IFSC Code: ICIC0000007 9A, Phelps Building, Connaught Place, New Delhi-110001 2. Application Fee (or its receipt in case of RTGS payment) and Security Deposit must be submitted in physical form in a sealed envelope at address given above, before the Application Submission Deadline. The sealed envelope shall be clearly marked on the top as "Application Fee for Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for Implementation of Smart Prepaid Metering under RDSS Scheme" The sealed envelope shall also clearly mention the name of the Lead Consortium Member/ Sole Applicant submitting the Application, as further detailed in Section 3. 3. Any Application not accompanied by Application Fee and Security Deposit as above shall be rejected by PFCCL as non-responsive. 4. Application Fee shall be non-refundable and Security Deposit shall be refundable

3.8. Bid Data Sheet

- 3.8.1. Bid Data Sheet under "Section-3: Instructions to Bidders and Bid Data Sheet" of the SBD shall be as follows (the clauses which are not mentioned here shall be as per the SBD):

ITB Reference		A. General Provisions													
1 (oo)	PFCCL has issued this Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme.														
2.2	<p>Bidders shall submit Application in physical form in a single closed and sealed envelope. The super script to be mentioned in the envelope is provided below: "RFE No. PFCCL/RFE/Smart_Metering/2024/1 for "Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme"</p> <p>Due for Opening on:</p> <p>To: Sh. Anupam Kashyap Chief Manager PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi – 110 001 This RFE can be downloaded from www.pfcclindia.com</p>														
2.2.2	<table border="1"> <tr> <td>Name</td> <td>Sh. Anupam Kashyap</td> </tr> <tr> <td>Designation</td> <td>Chief Manager</td> </tr> <tr> <td>Address</td> <td>9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001</td> </tr> <tr> <td>Tel</td> <td>011-23443999</td> </tr> <tr> <td>Email</td> <td>anupam_kashyap@pfcindia.com</td> </tr> </table>	Name	Sh. Anupam Kashyap	Designation	Chief Manager	Address	9 th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001	Tel	011-23443999	Email	anupam_kashyap@pfcindia.com				
Name	Sh. Anupam Kashyap														
Designation	Chief Manager														
Address	9 th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110001														
Tel	011-23443999														
Email	anupam_kashyap@pfcindia.com														
2.3	Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme.														
2.4	To be provided at the RFP stage														
2.6	<p>A Pre-Empanelment Meeting will be held through Video Conferencing (VC) on MS Teams on 09.01.2025 at 11:00 hours (IST). The link for the Pre-Empanelment Meeting is as follows: https://teams.microsoft.com/l/meetup-join/19:41da425e42574e50a283be66b0d6053f@thread.tacv2/1734415677132?context=%7B%22Tid%22:%2251f27efd-60ca-4b0e-ac0f-3742ab80f269%22,%22Oid%22:%22fa4353fe-71b2-4305-a61f-7473834bf04b%22%7D</p>														
2.8	<p>Format for Sending Query to PFCCL [Query may be sent in hard copy to the Nodal Officer of PFCCL, at the below-mentioned address AND/ OR via email to E-mail ID] [Reference No.] From: [Address of the Bidder] [Telephone No., Fax No., Email] [Date] To: Sh. Anupam Kashyap Chief Manager PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi – 110 001</p> <p>Sub: Query. Ref: RFE No. PFCCL/RFE/Smart_Metering/2024/1 for "Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme" Dear Sir/ Madam, Please find below our query with respect to the RFE subject to the terms and conditions therein:</p> <table border="1"> <thead> <tr> <th>Sr</th> <th>Reference Clause No.</th> <th>Page No.</th> <th>Query</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Sr	Reference Clause No.	Page No.	Query	1.				2.			
Sr	Reference Clause No.	Page No.	Query												
1.															
2.															

ITB Reference	
A. General Provisions	
	Thanking you, Yours Sincerely, [Insert Signature here] [Insert Name here] [Insert Designation here]

ITB Reference	
B. Preparation of Proposals	
12.1	The Application submitted by the Applicant shall remain valid until i.e. up to and including 180 days reckoned from the Application Submission Deadline specified in this RFE, as may be extended by PFCCL.
12.2	Currency and the amount of Security Deposit to be furnished by the Bidder is: Currency: INR Amount: 1,00,00,000
12.3 (a)	Banks by whom Bank Guarantee is required to be issued: Any Commercial Bank
12.3 (b)	Not Applicable
13.1	Clarifications may be requested no later than 15 days prior to the Application Submission Deadline. Request to be sent at: Sh. Anupam Kashyap Chief Manager PFC Consulting Limited 9th Floor, Statesman House, Barakhamba Road Connaught Place, New Delhi – 110001, Telephone: 011-23443999 Email: anupam_kashyap@pfcindia.com Website: www.pfcclindia.com
15.13	Number of years: 10 years
16.4	As per Clause 2.4.4 of this RFE

ITB Reference	
C. Submission, Opening and Evaluation	
17.6	Details to be marked on the sealed envelope: RFE No. PFCCL/RFE/Smart_Metering/2024/1 for "Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for implementation of Smart Prepaid Metering under RDSS Scheme" Application Submission Deadline: [.] Time and Date of Technical Proposal Opening: [.] Name of the Lead Consortium Member/ Sole Applicant submitting the Application: [.] Sealed Envelope(s) to be addressed to: Sh. Anupam Kashyap Chief Manager PFC Consulting Limited 9th Floor, Statesman House, Barakhamba Road Connaught Place, New Delhi – 110001 Telephone: 011-23443999; Email: anupam_kashyap@pfcindia.com
17.10	The Application Submission Deadline is: Date: 03.02.2025 Time: 15:00 hrs
19.1	The Technical Proposals shall be opened as indicated below: The opening shall take place through the Technical Proposal opening meeting to be held over a Video Conferencing on: Date & Time: 03.02.2025 at 15:30 hrs Link for the meeting will be made available at least 1 day prior to the Technical Proposal opening event, at PFCCL's website www.pfcclindia.com

3.9. Format of Covering Letter of the Application

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

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Applicant]

[Telephone No., Fax No., Email]

[Date]

To:

Sh. Anupam Kashyap

Chief Manager

PFC Consulting Limited

9th Floor, A-Wing, Statesman House

Connaught Place, New Delhi – 110 001

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

Ref: RFE No. _____

Dear Sir/ Madam,

We, the undersigned *[Insert name of the Lead Consortium Member/ Sole Applicant]* having read, examined and understood in detail the RFE for Empanelment of Advanced Metering Infrastructure (AMI) Service Provider for Implementation of Smart Prepaid Metering under RDSS Scheme submit our Application comprising of Technical Proposal.

1. We give our unconditional acceptance to the RFE 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 RFE, the same have been initialed by us and enclosed to the Application. We shall ensure that our Consortium shall execute such requirements as per the provisions of the RFE and provisions of such RFE shall be binding on us.

2. Fulfilment of Eligibility

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

We hereby confirm that in accordance with Clause 7 of Section 2 of the SBD, we are herewith submitting legally binding undertaking supported by a board resolution from the*[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]* that all the equity investment obligations of *[insert name of the Sole Applicant/ Lead Consortium Member]* shall be deemed to be equity investment obligations of the *[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]* and in the event of any default by..... *[insert name of the Sole Applicant/ / Lead Consortium Member]*, the same shall be met by *[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]*.

[To be inserted only in case the Applicant has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

3. Security Deposit

We have enclosed an Security Deposit of total amount of *[Insert Amount]* in the form of Bank Guarantee No. 1 *[Insert Bank Guarantee Number 1]* dated*[Insert date of the Bank Guarantee]* of *[Insert Amount]* valid up to *[Date]*, Bank Guarantee No. 2 *[Insert Bank Guarantee Number 2]* dated*[Insert date of the Bank Guarantee]* of *[Insert Amount]* valid up to *[Date]*, Bank Guarantee No. 3 *[Insert Bank Guarantee Number 3]* dated*[Insert date of the Bank Guarantee]* of *[Insert Amount]* valid up to *[Date]* and Bank Guarantee No. 4 *[Insert Bank Guarantee Number 4]* dated*[Insert date of the Bank Guarantee]* of *[Insert Amount]* valid up to *[Date]* from*[Insert name of Bank providing Security Deposit]* as per the terms and conditions of the RFE.

4. No Deviation

We have submitted our Technical Proposal strictly as per terms and formats of the RFE, without any deviations, conditions and without mentioning any assumptions or notes for the Technical Proposal 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 RFE shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

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

6. Familiarity with Relevant Indian Laws and Regulations

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

7. Compliance with applicable laws/ guidelines for public procurement in India

We confirm that we shall adhere to applicable laws for public procurement in India including the guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

8. Contact Person

Details of the contact person representing our Consortium/ Sole Applicant (registered Company) supported by the Power of Attorney prescribed in Form 10 given in Section 4 of the SBD are furnished as under:

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

9. We are submitting herewith the Technical Proposal as per the SBD containing duly signed formats, both in physical form (duly attested) as desired by you in the RFE for your consideration.
10. It is confirmed that our Application is consistent with all the requirements of submission as stated in the RFE and subsequent communications from PFCCL.
11. The information submitted in our Application is complete, strictly as per the requirements stipulated in the RFE and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Application.
12. We confirm that all the terms and conditions of our Application are valid for acceptance for a period of 180 days from the Application Submission Deadline.
13. We confirm that we have not taken any material deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFE.
14. We confirm that we are participating for the following Groups:

Group	Yes/No
Group 1	
Group 2	
Group 3	
Group 4	

15. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or in the preceding one (1) year from the Application Submission Deadline for breach of any contract and that the Bid Security submitted by 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 Application Submission Deadline.
16. We confirm that we are not currently blacklisted/ debarred/ banned/ suspended and are in compliance with Clause 5.1 and Clause 5.2 under Section 2 of the SBD.
17. We are registered/ exempt from registering in accordance with applicable laws [Evidence of valid registration by the Competent Authority shall be attached if applicable]

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

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