

Tender Ref No. GEM/2022/B/2393485 dated 04.08.2022
Appointment of Advanced Metering Infrastructure (AMI)-Implementing Agency for Smart Metering for 2.5 Lakh Consumers in UT of Jammu & Kashmir on DBFOOT Basis
Clarification & Amendment 1

| S.No. | Page No. | Specifications as per RfP | Queries/ Modifications/Changes Suggested | Type of Reply | Comments |
|-------|----------|--|---|---------------|---------------------------------|
| 1 | 21 | Section 2. Eligibility Requirements E2, (E. RF Technology Solution Provider- Technical Requirements) | <p>Existing Clause The RF Solution provider should have been in the communications network installation/maintenance services business for the last 1 (one) year in India. OR...</p> <p>Supporting Documents a) Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association.</p> <p>Change Proposed in Supporting Documents a) Certificate of Incorporation and Registration Certificate along with Memorandum & Articles of Association/Partnership Deed</p> <p>Rationale The above clause is in contradiction to Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 which allows any entity incorporated, established, or registered in India including Partnership Firm setup under the India partnership Act, 1932.</p> <p>Refer Section 3. Instructions to Bidders and Bid Data Sheet of Standard Bid Document v3.0, Page 37, [Clause 7. General Considerations and Instructions, Sub-Clause 7.6 of B. Preparation of Proposals].</p> | Clarification | Tender condition shall prevail. |

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| 2 | 119, 246 | Form 21: Data Requirement Sheet Three Phase Whole Current Smart Pre-paid Meter, & Annexure B Technical Specifications for Whole Current A.C. Three Phase Smart Energy Meter | Current rating- 20-100A Consideration Requesting you to also consider 10-100A instead of 20-100A. | Clarification | The rating is acceptable |
| 3 | 263 | Annexure F General requirement for common pluggable communication module for Smart Meters Part III | Request Request to delete Part III (Reference size for module) Rationale Smart meters have been designed by OEM's taking into consideration the best desired performance. Specifying a common PIN configuration and dimension for the NIC may be restrictive as requirements w.r.t. voltage, current, power, dimensions and PIN configuration may vary and such a restriction may restrict innovation and limit efforts in cost reduction. Also, redesigning meters is a time taking endeavor as type tests need to be carried out in 3rd part labs which, as per current scenario and workload, will take up to 12 months. This will take a heavy toll on the project deliveries and timelines. | Clarification | Meter Manufacturers may consider the design suitable for best desired performance |
| 4 | 23 | Section 2. Eligibility requirements Annexure-I Methodology of Proof of Concept: After opening of technical bid, the bidders shall be intimated a day in advance for demonstration of the PoC till HES at RECPDCL Corporate Office, Gurugram. | A day in advance is a very short notice for demonstration of the PoC till HES at RECPDCL corporate office. It is requested to provide notice of at least 5 working days for demonstration of the PoC till HES at RECPDCL corporate office. | Amendment | Section 2. Eligibility requirements Annexure-I Methodology of Proof of Concept: After opening of technical bid, the bidders shall be intimated min. three days in advance for demonstration of the PoC till HES at RECPDCL |

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| | | | | | Corporate Office, Gurugram. |
| 5 | 65 | Section 3. Instructions to Bidders and Bid Data Sheet Annexure III (BDS) 4. Bidders shall give an undertaking as per Form 23 of the RfP at the time of uploading of bid on GeM portal. | The Form 23 as per tender document is for 'Format of Agreement to be entered by sub-contractors with the sole bidder / lead member of a Bidding Consortium'. Kindly confirm the format required for undertaking as per the clause. | Amendment | 4. Bidders shall give an undertaking as per Form 24 as enclosed with this document, at the time of uploading of bid on GeM portal |
| 6 | 104 | Section 4. Technical proposal Form 18: Format of Undertaking by Technically / Financially Evaluated Entity / Ultimate Parent Company | Since the SPV is to be incorporated after the selection of bidder, please clarify the following: 1. Timeline of incorporating the SPV after selection of bidder 2. Name of SPV to be written Furthermore, if the Form 18 is to be selected bidder than this undertaking should be submitted after selection of bidder. | Amendment | Name of SPV, required to be mentioned in Form 18 and Form 19 to be mentioned as "SPV". The name of SPV to be provided after award and formation of SPV. Further, the SPV needs to be entered before signing of contract after award of work. |
| 7 | 235 | Section 6. Project Requirements 3. Delivery, site installation, integration and operationalization of 100% DT Meters each with related hardware, software and equipment. Within 3 months from the date of execution of the Contract | It is being requested to increase the timeline for 100% completion of DT meters from 3 months to 6 months. | Amendment | Section 6. Project Requirements 3. Delivery, site installation, integration and operationalization of 100% DT Meters each with related hardware, software and equipment. Within 6 months from the date of execution of the Contract |
| 8 | 338 | Section 6. Project Requirements Annexure W: The tentative | Kindly provide the break-up of consumers area wise to ascertain the feasibility of communication technology | Clarification | The details has been provided at Annexure W. |

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| | | details of area and consumer base (to be decided) | | | |
| 9 | 378 | <p>Section 7. Contract Forms and Conditions of Contract (b) Payment Mechanism</p> <p>The RECPDCL shall, within 90 (ninety) days from the date of execution of Contract establish a Direct Debit Facility to ensure recovery of the amount due to be paid to the AMI-IA including amount due to be paid towards supplementary invoice. In this regard, RECPDCL shall create a dedicated amount receipt of payment from JPDCL and KPDCL. The DDF for payments to AMI-IA shall be created on this dedicated account.</p> | <p>Kindly confirm, if the creating of direct debit facility between selected bidder and RECPDCL is linked to creating of direct debit facility of RECPDCL and JPDCL/KPDCL.</p> <p>Additionally, the creation of direct debit facility between RECPDCL and selected bidder should be condition precedent to signing the contract between RECPDCL and selected bidder.</p> | Clarification | Tender condition shall prevail. |
| 10 | 382 | <p>Section 7. Contract Forms and Conditions of Contract</p> <p>7 Liquidated Damages, Penalty and Incentive</p> <p>7.2.2 100% of DT Meters each with related hardware, software and equipment is delayed by more than 18 (eighteen) months from the date of execution of the Contract the AMI-IA shall be liable to pay liquidated</p> | <p>The overall project implementation period is 12 months. Kindly confirm the timeline of installation of DT meters as 18 months for bidder being liable to Liquidated damages</p> | Amendment | <p>The total project implementation timeline in 12 months including DT meters installation, any delay from timeline related to the bidders as mentioned in the clause, the LD clause is to be applicable.</p> |

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| | | damages as per the rates specified in this Article. | | | |
| 11 | 19 | <p>Section 2 Clause 8.2 QR for Meter Manufacturer :</p> <p>Option 1: Should have manufactured and supplied minimum 42,000 nos. of Smart meters (cumulative) on proposed communication technology in Indian/Global Power Distribution utility in the last 7 (seven) years</p> | <p>Since the clause calls asks for past experience on proposed technology and further in section 6 page 164 Cl. 2.2 which states “....The communication infrastructure shall be 90% RF based and 10% Cellular/GPRS based i.e 4G with fallback 2G with 100% variation provision in qty of Cellular based meters.”</p> <p>We request RECPDCL to clarify that the experience of 42,000 smart meters with RF technology will be considered towards this clause since 90% of the infrastructure will be on RF and 10% will be on Cellular on need-basis.</p> | Clarification | As the propsoed technology is 90% RF, the Smart Meters with RF Technology shall be considered. |
| 12 | 379 | <p>Section 7 Clause 5.28 The Direct Debit Facility would include a bucket filling approach whereby all payments received from JPDCL and KPDCL will be routed directly through separate facility created by RECPDCL to the AMI-IA’s bank account</p> | <p>We request you to kindly clarify if the DISCOM’s entire collection becomes available to REC in DDF account. Please clarify if “all payments received” refers to both physical as well as digital (online) payment received by the utility. In case this is limited to online payments, as is the case in the SBD, we request your kind office to share % of online vs offline collections of the DISCOM for the past 1 year.</p> | Clarification | "all payments received" here means the payment received from JPDCL and KPDCL to RECPDCL. |
| 13 | 163 | <p>Section 6 Clause 1.17 sl.no. c Site Execution Records: Execution site shall ensure that hindrance register is maintained, and entries are made therein on daily basis. The hindrance register should record all the</p> | <p>Kindly confirm if delays happening in installation or any other project related activities due to resistance from customers, strikes, shutdowns, terrorist attacks, lack of supporting electrical infrastructure etc. will be considered by RECPDCL and will not lead to any penalties being levied on the AMISP as this will lead to delay in execution</p> | Clarification | LD shall not be applicable for delay due to conditions beyond the control of AMI-IA. |

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| | | <p>hindrances in scheduled progress of work, such as delay in release in fronts due to non-completion of work by another agency doing associated work, delay in supply of infrastructure, facilities by 'Owner' as per contract, delay in receipt of material, delay in deployment of trained/adequate manpower, nonavailability of site engineer/project in charge of contractor etc, apart from the day-to-day delay. These records also shall be reviewed during the fortnightly review of the progress of work by the concerned Officer, RECPDCL and corrective measures shall be taken. Moreover, the entries/records in the register will be used/referred while analysing LD cases/arbitration cases/other claims of the contractor.</p> | | | |
| 14 | 15-16 | <p>Section 2 Clause 4.3 The Lead Bidder / Sole Bidder shall have a registered office (under the Companies Act 1956/ 2013</p> | <p>We request you to kindly allow the lead bidder to open the registered office post award of contract, in case the lead bidder is a foreign entity.</p> | Clarification | Tender condition shall prevail. |

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| | | <p>with Registrar of Companies) in India at the time of submission of the Bid. In case of Award of Contract, other Consortium Members shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India. In case a Sole Bidder or any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/authorization which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Form 9 given in Section 4. In the event of Award of Contract, such foreign entity(ies) shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.</p> | | | |
| 15 | 15 | <p>Section 2 Clause 4.2.4 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to this Clause, such Affiliate,</p> | <p>Please clarify if the lead bidder can transfer Equity holding to another affiliate/parent company during the contract duration.</p> | Clarification | <p>It has been detailed in Clause 4.2.3 of RFP which states that the Lead Consortium Member shall hold at least 51% (fifty-one per cent) of the equity of</p> |

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| | | <p>Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the SPV to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate/ Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company. Provided that in case the Lead Member or Sole Bidder is holding equity through Affiliate's, Ultimate Parent Company or Parent Company, such restriction shall apply to such entities.</p> | | | <p>the SPV at all times until two years from Installation Milestone as per the AMI-IA Contract and 26% for the remaining term of the AMI-IA Contract.</p> |
| 16 | 379 | <p>Section 7 Clause 5.2.7In case of delay in establishment of DDF mechanism by JPDCL/KPDCL to RECPDCL, JPDCL/KPDCL shall provide an interim payment security to RECPDCL in</p> | <p>In case RECPDCL is unable to establish DDF mechanism within 90 days from AOC, can the AMISP opt out from the contract without any performance guarantee being encashed, please clarify.</p> | Clarification | <p>RECPDCL shall ensure requisite Payment Security Mechanism to AMI-IA as per RFP</p> |

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| | | form an unconditional, irrevocable and revolving LC within 90 (ninety) days from the date of execution of Contract for an amount due to be paid to RECPDCL for 90 (ninety) days till establishment of Direct Debit Facility in all respects. | | | |
| 17 | 235 | Section 6 Sl. no. 5 Installation Milestone Within 12 months from the date of execution of the Contract | Executing the full installation in 12 months for J&K region will be almost impossible given constraints of weather, difficult terrain, connectivity challenges and strong consumer opposition. This was also witnessed in earlier AMI contracts in J&K. We hence request RECPDCL to allow at least 24 months for complete installation | Clarification | Tender condition shall prevail. |
| 18 | | Clause 8.1, E3 The RF Solution provider have Successfully integrated their NIC/ Communication module with at least 3 (three) different makes of smart meters in India | Executing the full installation in 12 months for J&K region will be almost impossible given constraints of weather, difficult terrain, connectivity challenges and strong consumer opposition. This was also witnessed in earlier AMI contracts in J&K. We hence request RECPDCL to allow at least 24 months for complete installation | Clarification | Clause 8.1, E3 The RF Solution provider have Successfully integrated their NIC/ Communication module with at least 3 (three) different makes of smart meters in India if which 01(one) should meet the above mentioned QR. |

Form 24: Format for Undertaking for compliance to MII Circular

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

[Reference No.]

From:

[Address of the Lead Consortium Member/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

REC Power Development & Consultancy Limited,
2nd Floor, Plot No. I-4, Sector-29 Near IFFCO Chowk,
Gurugram, Haryana 122001

Sub: Bid for Appointment of AMISP for Appointment of Advanced Metering Infrastructure (AMI-Service Provider for providing Smart Meter and Head End System for 60,000 End-point in UT of Ladakh on DBFOOT Basis

Ref: [Tender Details]

Dear Sir/ Madam,

We, the undersigned [Insert name of the Lead Consortium Member/ Sole Bidder] having read, examined and understood in detail the RFP for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis hereby agree and undertake to procure the List of Materials and Services associated with the project as per following provisions

- i. Public Procurement(Preference to Make in India) Orders issued by Ministry of Power issued vide orders No. 11/5/2018 - Coord. dated 28 July 2020 & Order No. 11/05/2018-Coord. dated 17 September 2020 and Order No.: A-1/2021-FSC-Part(5) dated 16th November 2021 and as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.
- ii. Order issued by Ministry of Finance vide Order No. F/No.6/18/2019-PPD by

Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 including any amendments or modifications to the same from time to time and as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

- iii. Cyber Security Guidelines issue by Ministry of Power vide Order No. 9/16/2016-Trans-Part (2) dated 18 November 2020 and amended from time to time.

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]

