

**Date: August 27, 2019**

**Amendment No. 8**

**to**

**Request for Proposal (RfP)**

**for**

**Selection of Smart Grid Implementing Agency (SGIA)**

**for**

**Implementation of Smart Grid in Rourkela City**

S.No	Reference Clause	Existing Provision	Queries/ Suggestions of Bidders	Amendment/ Clarification
1.	Volume-I, Section A  Notice Inviting Tender	End date & time for Submission of Bids (Online and Offline) – 30 <sup>th</sup> August 2019, at 15:00 hrs at PFCCL HQ, Delhi	-	The end date & time for Submission of Bids (Online and Offline) would be <u>5<sup>th</sup> September, 2019 at 15:00 hrs</u> at PFCCL HQ, Delhi.  Date & Time of Technical Bid opening would be <u>5<sup>th</sup> September, 2019 at 15:30 hrs.</u>
2.	Volume-I, Section E  Clause 4. Point No. G(c) (Pre-Qualification Criteria)	The Bidder/ Consortium member having Meter Manufacturing experience shall submit any one Meter variant BIS Licence as per IS:16444 along with the Bid and rest of the Meter variant's BIS Licence before commencement of Supply for the meter to be supplied against this bid	Please modify the clause as per the following: <i>"The Bidder/ Consortium member <del>having Meter Manufacturing experience</del> shall submit any one Meter variant BIS Licence as per IS:16444 along with the Bid and rest of the Meter variant's BIS Licence before commencement of Supply for the meter to be supplied against this bid"</i>	<b>Suggestions Accepted</b>
3.	Volume-I, Section E  Clause 4. Point No. B.1 (Pre-Qualification Criteria)	The Bidder or a member of consortium bidder should have experience of manufacturing or supply of Static Electricity Meters for power distribution utilities in India in the last 5 financial years (i.e. FY 2014-15 onwards) as per the following: <ul style="list-style-type: none"> <li>• Minimum 2,50,000 Single-phase meters.</li> <li>• Minimum 1,00,000 Three phase Whole Current meters.</li> <li>• Minimum 10,000 LTCTTVM/ HTCTTVM.</li> </ul> All these meters shall either be AMR Meters or shall have Communication port.	Please modify the clause as per the following: <i>"The Bidder or a member of consortium bidder should have experience of manufacturing or supply of Static Electricity Meters for power distribution utilities in India in the last <del>5</del> financial years (i.e. FY <del>2012-13 2014-15</del> onwards) as per the following:</i> <ul style="list-style-type: none"> <li>• Minimum 2,50,000 Single-phase meters.</li> <li>• Minimum 1,00,000 Three phase Whole Current meters.</li> <li>• Minimum 10,000 LTCTTVM/ HTCTTVM.</li> </ul> <i>All these meters shall either be AMR</i>	<b>Suggestions Accepted</b>

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			<i>Meters or shall have Communication port."</i>	
4.	Volume-I, Section E  Clause 4. Point No. B.2 (Pre-Qualification Criteria)	The Bidder or a member of consortium bidder must have successfully supplied or implemented AMR or AMI projects in an Indian Power Distribution Utility during the last 5 financial years (i.e. FY 2014-15 onwards). The Bidder should have either supplied or implemented Meters with inbuilt/ modular/ external communication module and associated DCU /Gateway/ Router (as applicable) and MDAS/ HES application. a) One (1) project completed with >= 33,000 meters OR b) Two (2) Projects completed with >= 50,000 meters each OR c) Three (3) projects completed with >= 30,000 meters each	Please modify the clause as per the following: <i>"The Bidder or a member of consortium bidder must have successfully supplied or implemented AMR or AMI projects in an Indian Power Distribution Utility during the last 5 financial years (i.e. FY 2014-15 onwards). The Bidder should have either supplied or implemented Meters with inbuilt/ modular/ external communication module and associated DCU /Gateway/ Router (as applicable) and MDAS/ HES application.</i> a) One (1) project completed with >= <del>33,000</del> <b>25,000</b> meters OR b) Two (2) Projects completed with >= <del>50,000</del> <b>10,000</b> meters each OR c) Three (3) projects completed with >= <del>30,000</del> <b>15,000</b> meters each"	The Bidder or a member of consortium bidder must have successfully supplied or implemented AMR or AMI projects in an Indian Power Distribution Utility during the last 5 financial years (i.e. FY 2014-15 onwards). The Bidder should have either supplied or implemented Meters with inbuilt/ modular/ external communication module and associated DCU /Gateway/ Router (as applicable) and MDAS/ HES application. a) One (1) project completed with >= <del>33,000</del> <b>25,000</b> meters OR b) Two (2) Projects completed with >= <del>50,000</del> <b>15,000</b> meters each OR c) Three (3) projects completed with >= <del>30,000</del> <b>10,000</b> meters each
5.	Volume-I, Section E  Clause 4. Point No. C.1 (Pre-Qualification Criteria)	The Bidder or a member in case of consortium Bidder must have successfully implemented AMR or AMI in an Indian Power Distribution Utility with minimum 33,000 consumers in the last 5 financial years (i.e. FY 2014-15 onwards).	Please modify the clause as per the following: <i>"The Bidder or a member in case of consortium Bidder must have successfully implemented AMR or AMI in an Indian Power Distribution Utility with minimum <del>33,000</del> <b>25,000</b> consumers in the last 5 financial years (i.e. FY 2014-15 onwards)."</i>	<b>Suggestions Accepted</b>
6.	Volume-I, Section E	The Bidder or a member of consortium	Please modify the clause as per the	<b>Suggestions Accepted</b>

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	Clause 4. Point No. D.1 (Pre-Qualification Criteria)	bidder must have successfully implemented RF Mesh Technology (NIC and Network Component along with respective software i.e. HES/NMS) and/ or GPRS Technology for smart metering project with connect/ disconnect facility in any Indian or Global Power Distribution Utility in the last five (5) financial years (i.e. 2014-15 onwards) meeting any one of the following criteria: a) One project completed with >= 1,00,000 nodes OR b) Two projects completed with >= 70,000 nodes in each project OR c) Three projects completed with >= 50,000 nodes in each project At least one project should be in operation for at least 1 year as on Bid Due Date.	following: “The Bidder or a member of consortium bidder must have successfully implemented RF Mesh Technology (NIC / <b>and</b> Network Component along with respective software i.e. HES/NMS) and/ or GPRS Technology <b>for AMR project smart metering project with connect/ disconnect facility</b> in any Indian or Global Power Distribution Utility in the last five (5) financial years (i.e. 2014-15 onwards) meeting any one of the following criteria: a) One project completed with >= 1,00,000 nodes OR b) Two projects completed with >= 70,000 nodes in each project OR c) Three projects completed with >= 50,000 nodes in each project At least one project should be in operation for at least 1 year as on Bid Due Date.	
7.	Volume-I, Section E  Clause 4. Point No. E.1 (Pre-Qualification Criteria)	The Bidder or the lead member of the consortium bidder should have system integration experience of AMI/ AMR with MDM and Billing application for involving minimum 30,000 meters and the same should be in successful operation for at least one year as on Bid Due Date.	Please modify the clause as per the following: “The Bidder or the lead member of the consortium bidder should have system integration experience of AMI/ AMR with MDM and Billing application for involving minimum <b>25,000 30,000</b> meters and the same should be in successful operation for at least one year as on Bid Due Date.”	<b>Suggestions Accepted</b>
8.	Volume-I, Section D  Clause 14.3 (Payment	The revenue from this project would be credited to an escrow account. OPTCL will have the first right to take away the	Please modify the clause as per the following: “ <i>The revenue from this project would be</i>	The revenue from this project would be credited to an escrow account <b>maintained by WESCO. TPIEA study for AT&amp;C loss at</b>

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	and Revenue Sharing)	incremental revenue as per the Award of Contract on account of AT&C loss reduction with respect to the baseline KPIs based on TPIEA study at the end of every financial year and balance will be paid to successful bidder. In the event, no AT&C loss reduction takes place at the end of a particular financial year, then payment will be released after deduction of incremental revenue	<i>credited to an escrow account. OPTCL will have the first right to take away the incremental revenue as per the Award of Contract on account of AT&amp;C loss reduction with respect to the baseline KPIs based on TPIEA study at the end of every <b>month financial year</b> and balance will be paid to successful bidder. In the event, no AT&amp;C loss reduction takes place at the end of a particular <b>month compared to the baseline data of that particular month financial year</b>, then payment will be released after deduction of incremental revenue”</i>	<b>the end of every financial year shall be conducted in the quarter following the expiry of a financial year. OPTCL WESCO</b> will have the first right to take away <b>its share of</b> the incremental revenue <b>from the ESCROW account as per the Award of Contract</b> on account of AT&C loss reduction <b>on provisional basis every quarter based on AT&amp;C loss determined at the end of preceding Financial year through the with respect to the baseline KPIs based on</b> TPIEA study <b>at the end of every financial year</b> and balance will be paid to <b>successful bidder SGIA. In the event, no AT&amp;C loss reduction takes place at the end of a particular financial year, then payment will be released after deduction of incremental revenue.</b> <b>On determination of final AT&amp;C loss at the end of the financial year through TPIEA study, the differential between the provisional incremental revenue for four quarters of the Financial Year and final incremental revenue of that Financial Year shall be calculated and WESCO's share of such differential incremental revenue shall be adjusted against the provisional incremental revenue for 1<sup>st</sup> quarter of succeeding Financial year and so on until</b>

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				<b>the differential WESCO's share of incremental revenue is fully adjusted and balance amount shall be paid to SGIA.</b>
9.		-	Payment Security Mechanism through Escrow account should be there having amount equivalent to 3 months monthly bills at any time. Further, it may be backed by State support agreement in case Discom fails to transfer its share in the Escrow account within the stipulated time.	Presently, there is an escrow account operated by GRIDCO, the authorised aggregator (Single Buyer Model) wholesale trading authority in the state of Odisha, to which the revenue collection made by all the DISCOMs are credited. The same mechanism shall be followed for the SGIA for the revenue process from consumers covered under this project.
10.	Volume-I, Section F  Clause 36.1 (Change Orders and Contract Amendments)	The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.	Please modify the clause as per the following: <b>"If the contract is terminated due to any Force Majeure event, Discoms shall pay to the vendor for the outstanding debt and 100% of Equipment/ material supplied as per the rate quoted in the BOQ at the time of tender plus GST. The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure"</b>	<b>The provisions of the RfP shall prevail as in case of force majeure there is no fault from either side. Therefore the bidder should bear the risk.</b>
11.	Volume-I, Section F  Clause 39.4 (d) of Consequences	In the event of termination of the Contract Agreement due to an Event of Default by WESCO or SGIA, as the case may be, during the implementation phase the following Termination Payments shall be	Please modify the clause as per the following: "In the event of termination of the Contract Agreement due to an Event of	<b>The provisions of the RfP shall prevail as the value of work means the total value that covers 70% payable by SGIA</b>

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	Termination – As per Amendment No. 5 to RfP)	made upon handing over the services infrastructure created by SGIA: i. Termination Due to the SGIA's Event of Default A. Performance Security of the SGIA shall be forfeited and adjusted against the loss faced by WESCO on such event. B. WESCO would step-in to operation of the project area immediately. C. SGIA may take away any equipment/ materials supplied but not installed nor paid without creating any damage to the existing system. ii. Termination Due to WESCO's Event of Default A. The contract would get terminated if WESCO does not pay the SGIA for more than 3 months without any fault of the agency. B. WESCO shall pay to SGIA by way of Termination Payment an amount equal to the value of work completed but not paid (30%) considering the payment terms and linked to the milestones.	Default by WESCO or SGIA, as the case may be, during the implementation phase the following Termination Payments shall be made upon handing over the services infrastructure created by SGIA: i. Termination Due to the SGIA's Event of Default A. Performance Security of the SGIA shall be forfeited and adjusted against the loss faced by WESCO on such event. B. WESCO would step-in to operation of the project area immediately. C. SGIA may take away any equipment/ materials supplied but not installed nor paid without creating any damage to the existing system. ii. Termination Due to WESCO's Event of Default A. The contract would get terminated if WESCO does not pay the SGIA for more than 3 months without any fault of the agency. B. WESCO shall pay to SGIA by way of Termination Payment an amount equal to the value of work completed <b>as per the rates quoted in the BOQ at the time of bid submission plus 100% GST but not paid (30%) considering the payment terms and linked to the milestones.</b>	<b>and 30% by OPTCL.</b>
12.	Volume-I, Annexure 21  Clause 8.1 (Contract Agreement – Payment to Bidders)	If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Bidder is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Bidder and the claims already raised, as per the payment	Please modify the clause as per the following: <i>"If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Bidder is directed to discontinue work, the "Drop Dead Fee" would be limited to the</i>	If due to any reason or decision of the Client/ Govt./ the Regulator, the Assignment is dropped and the Bidder is directed to discontinue work, the "Drop Dead Fee" would be limited to <del>the payments received by the Bidder, the claims already raised as per the</del>



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		terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.	<i>payments received by the Bidder, the claims already raised <b>and 100% of the value of Equipment deployed by the bidder as per the rates quoted in the BOQ at the time of tender plus GST , as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed."</b></i>	<del>payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed</del> 100% of the value of Equipment deployed by the bidder as per the schedule and rates of LOA issued to the successful bidder less the amount already released to the bidder.
13.	Volume-I, Annexure 21  Clause 8.4 (Contract Agreement – Payment to Bidders)	The Owner shall cause the payment of the Bidder as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Bidder or his members (Bidders) is not satisfactory and not in accordance with the work program/ schedule.	Please modify the clause as per the following: "The Owner shall cause the payment of the Bidder as per the above given schedule of payment within <b>Thirty (30)</b> <del>sixty (60)</del> days of the receipt of the bills raised along with supporting documents. <b>If within six months of grant of Letter of Award, if even 10k meters are not deployed OR if the data from the deployed meters is not comprehensively received in the HES/MDM software, it will be considered as Non satisfactory performance. In this case, the Owner may restrict or withhold the payment. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Bidder or his members (Bidders) is not satisfactory and not in accordance with the work program/ schedule."</b>	The Owner shall cause the payment of the Bidder as per the above given schedule of payment within <del>sixty (60)</del> <b>forty five (45)</b> days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Bidder <del>or his members (Bidders)</del> <b>is not satisfactory cumulatively less than 75% of the scheduled performance or progress and not</b> in accordance with the work program/ schedule.
14.	Volume-II, Clause D,	Further, WESCO will need to incur cost on	Kindly clearly define somewhere in the	Based on the fact that SGIA will



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	S.No. 8(i) (Strategy for Implementation)	the additional infrastructure facilities (however, will not be a part of this DPR proposal) which inter-alia would include the following: ..... (i) Manpower for managing collection centres, data centre & customer care centres .....	document that the Sales Collection would be done by SGIA. By this point and by relating points regarding the scope of work and technical specification it is clear from the document that the scope of work of the SGIA in regards to collection of bills is limited to the software integration and not actual deployment of collection centres and manpower to actually collect the funds from the customers.	deploy manpower for collection of revenue, the relevant portion of tender clause shall be deleted as under:  "Further, WESCO will need to incur cost on the additional infrastructure facilities..... <del>(i) Manpower for managing collection centres, data centre &amp; customer care centres.</del> ....."
15.	General	-	The tender document does not define anywhere how it empowers its SGIA to disconnect (remotely) the electricity connections of the customers who are either not paying their dues or are stealing power from the system. There should be a defined authority given to the SGIA empowering them to take action by disconnecting the power supply to such consumers	<b>SGIA shall be entitled to remotely disconnect the defaulting consumer on behalf of the Discom.</b>
16.		-	There is a variation in the scope of work of +/- 20 % that the bidder has to install based on the terms of the tender. We feel that this increase in quantity will not reduce the AT&C losses as these will be new connections and it will merely be an increase of sale and purchase of power and nothing from that is payable to the bidder. We would want an amendment in the contract that for any quantity increase of deployment of AMI hardware that same should be payable as capex on the rates quoted by the bidder at the time of bid submission.	<b>The provisions of the RfP shall prevail.</b>