



प्रगति के पथप्रदर्शक  
PIONEERS IN PROGRESS

# दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावन्कोर लिमिटेड THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(भारत सरकार का उद्यम) (A Government of India Enterprise)

पंजीकृत कार्यालय: एलूर, उद्योगमंडल, कोची - 683501, केरल राज्य, भारत

Regd. Office: Eloor, Udyogamandal, Kochi - 683501, Kerala State, India. Website: www.fact.co.in CIN: L24129KL1943GOI000371

## NOTICE INVITING EoI

Encrypted Competitive rate, Single stage Single Bid EoI containing the NAME OF WORK and EoI REFERENCE NUMBER are invited from reliable and experienced contractors of sound financial standing by the Senior Manager (Materials)-Contracts, Materials dept., FACT. Bids received will be opened online on the due date and time. EoI details are given below.

1. EoI Reference No : CONTRACTS/2021-2022/SMARTMETER
2. Name of Work : Expression of Interest (EoI) from agencies for empanelment of AMI solution providers as partners in Advanced Metering Infrastructure (AMI) in smart grid business opportunities in the power distribution sector in India.
3. Nature of Contract : Item Rate
4. Earnest Money Deposit : Nil
8. EoI Document Fee : Nil
9. Pre-bid date : 14.09.2021 11:00:00Hrs
10. Pre-bid place : FEDO Conference Hall, Ernakulam.
11. Last Date & time to upload : 27.09.2021 11:00:00Hrs  
of bid
12. Date, Time and Opening : 28.09.2021 11:00:00 Hrs.  
Of Bid

### Notes:-

1. Details of EoI are available at e-procurement platform <https://eprocure.gov.in>. Offers submitted other than on-line mode shall not be accepted. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procurement website and FACT website only and will not be published in newspapers. The bidders are requested to visit the websites regularly for corrigendums, addendums, time extensions etc, if any.
2. Contact details :
  - a. Tender details  
Phone: 0484-2568123, 0484-2568674  
Email: jayakumarp@factltd.com, anand.s@factltd.com
  - b. e-Tender Helpline  
Name: Mr. Ajino Anandh  
Phone: 0484-2568374/9497334230  
Email: ajinoanandh@gmail.com

Date: 31.08.2021

Signature: 

Designation: SM(Mat)-C

Material Dept, FACT

**ANNEXURE I**

**Name of Work : Expression of Interest (EoI) from agencies for empanelment of AMI solution providers as partners in Advanced Metering Infrastructure (AMI) in smart grid business opportunities in the power distribution sector in India.**

**I PROJECT SYNOPSIS**

Empanelment of AMI solution providers as partners in Advanced Metering Infrastructure (AMI) in smart grid business opportunities in the power distribution sector in india

**II PRE-QUALIFICATION CRITERIA**

**6.1 PQC -General**

<b>Sl No</b>	<b>Qualifying Criteria</b>	<b>Supporting documents required</b>
<b>1.</b>	<p><b>A. Bidder Entity (Indian Company )</b> Bidder shall be a Company incorporated under the Companies Act 1956/ 2013 established at least 5 years before the date of publication of the bid.</p> <p><b>B. International Company: Not allowed to participate directly.</b> However Indian channel partner of its international parent company is eligible to participate as “BIDDER” provided its Parent company should be in existence for last 5 years and it should have the BIDDER as their channel partner in India for at least one year before the EOI publishing date.</p>	<p><b>For A:</b></p> <ul style="list-style-type: none"> <li>• Self-attested copy of certificate of incorporation</li> <li>• Self-attested copy of Memorandum of Association (MoA) and Article of Association (AoA).</li> </ul> <p><b>For B:</b></p> <ul style="list-style-type: none"> <li>• Self-Attested Copy of Certificate of Incorporation of the Parent and Declaration of the relationship between Parent and the Bidding company AND</li> <li>• Self-Certificate by the parent company of having the BIDDER as their Channel partner in India with its registered name and registered address.</li> </ul>
<b>2.</b>	The bidder shall not be blacklisted by any Central/State Govt/PSU or any entity controlled by them under any Central/State Govt/PSU act/rule as on date of bidding.	<ul style="list-style-type: none"> <li>• Self-declaration for no blacklisting.</li> </ul>
<b>3.</b>	<p><b>Registration under GST, Income Tax</b> The Bidder should have Registration Nos of:</p> <ul style="list-style-type: none"> <li>• GSTIN</li> <li>• Income Tax PAN</li> </ul>	Copies of relevant(s) Certificates of Registration.

4.	The Bidder should have Average Annual Turnover (ATO) of at least Rs. 10 Crores in last 3 financial years ending 31/03/2020. In case of consortium bids combine ATO shall be considered, however, the lead bidder shall mandatorily meet the minimum 50% turnover criteria.	Copy of audited balance Sheet duly certified by CA along with certificate stating the turn over and net worth shall be submitted as proof.
5.	Net Worth for the last three financial years should be positive.(Individual Bidders and Consortium) <b>[Note: In case of consortium, all are bound to satisfy this clause individually]</b>	-do-

**Note: Individual Bidder, Lead bidder and consortium partner all need to fulfil above general requirements individually.**

**6.2 PQC- Technical- Lead Bidder including Consortium**

Sl No	Qualifying Criteria	Supporting documents required
1.	The Lead Bidder (including its consortium) should have ISO 9001:2015, ISO 27001-2013 and CMMi Level 3 (or above) Certifications.	Self-Attested Copy of Valid Certificates
2.	The Lead Bidder (including its consortium) should have experience of installation, successful integration / commissioning at least one (01) AMI project <b>in India</b> for power utility comprising of 5000 Smart Meters or above in the last five (05) years involving AMI components such as Smart Meters, Communication Network, HES ,MDMS etc.	1. Purchase order from client.  2. Certificate of successful integration /commissioning National Utility/ DISCOMs to submit PO Copies, UAT/Commissioning certificates issued to its implementing partners
3.	The Lead Bidder (including its consortium) should have IT implementation experience in Power Utilities in the last five (05) years, covering hardware, Software and Network Components for at least one (01) project <b>in India</b> of value of Rs 50 Lakhs INR or above.	1. Documentary evidence of Purchase Orders / Framework agreements  2. UAT (User Acceptance Test)/ Commissioning Certificates. National Utility/ DISCOMs to submit PO Copies, UAT /Commissioning certificates issued to its implementing partners.

4.	The Lead Bidder (including its consortium) should have successfully implemented at least one project <b>in India</b> with communication module/endpoints (installation/ integration) on GPRS/ Cellular during the last five (05) years.	<ol style="list-style-type: none"> <li>References along with requisite Contract/ PO/ WO.</li> <li>Certificate from the client on successful installation/implementation</li> </ol> National Utility/ DISCOMs to submit PO Copies, UAT /Commissioning certificates issued to its implementing partners
5.	The Lead Bidder (including its consortium) should submit Authorization letter for Product & Services such as Smart meter, Communication service, Head End System , MDM & Analytics System and all applicable OEM's confirming the following: <ol style="list-style-type: none"> <li>Authorization for bidder with reference to direct purchase and support agreement.</li> <li>Confirm that the products quoted are not "End of Support" during the Period of EOI.</li> </ol>	Authorization letter from the OEM's of Smart meter, Communication service, Head End System , MDM & Analytics System and all applicable OEM's

**Note: Experience shall be reckoned as on the date of publication of the bid. The bidder shall meet all the above criteria.**

**Note: For meeting the Minimum Pre- Qualification Requirements as tabulated above, Bidder may use the credentials of its parent or any subsidiary company (wherein the Bidder holds more than 50% equity stake) subject to the Parent company or the subsidiary company whose credentials are submitted give an undertaking to the Bidder specifying that it has read the scope, made itself aware of the terms & conditions and also appends a "No-Objection Certificate" for participation in this opportunity. Such documents should be attached with the EOI.**

**6.3 PQC- Technical- Product OEM**

Sl No	Qualifying Criteria	Supporting documents required
1.	<u><b>Manufacturing Capability- Smart Meters</b></u> Smart meter*OEM should have Annual Manufacturing capacity of minimum 3 lakh smart meters with communication modules (GPRS/ NB LTE/RFMesh/PLC/WAN/LoRa/NB IOT).	Self-Certification by OEM on company Letterhead and Factory License Certificate/ MoA mentioning nature of Business.

<p><b>2.</b></p>	<p><b><u>Performance- Smart meters</u></b> Successful commissioning/performance of the smart meters manufactured by the product OEM using any of the GPRS/ NB LTE/RF Mesh/ PLC/WAN/LoRa/NB IOT communication technology for projects and such smart meter projects declared “go live” in last 5 years <b>in India</b>, as below: i. One project with minimum 5000 smart meters OR ii. Two projects with minimum 3000 smart meters each OR iii. Three projects with minimum 2000 smart meters each.</p>	<p>Client’s PO/ WO/ LOA/ Contract Agreement and Completion and Go- live certificate of the Projects.  (Note: Part commissioning certificate for the required number of smart meters (in case the complete project has not been declared Go-Live) on client Letter head can also be accepted).</p>
<p><b>3.</b></p>	<p><b><u>Conformity to BIS standards: Smart Meters</u></b> Smart meters shall conform to IS 16444 and IS 15959 Part-2.</p>	<p>• Valid Certificate Copies</p>
<p><b>4.</b></p>	<p><b><u>Testing facilities: Smart Meters</u></b> The product OEM should have in-house NABL accredited Laboratory or at least submit self declaration/undertaking for submission of NABL certification of the product at the time of first supply.</p>	<p>A valid registration certificate mentioning issue / renewal / expiry date for in-house NABL accredited Laboratory OR Self declaration/undertaking for submission of NABL certification of the product at the time of first supply.</p>
<p><b>5.</b></p>	<p><b><u>Head End System</u></b> Successful Head End system (HES) implementation of product OEM in terms of cumulative installed base of at least 5000 Nos smart meters in power utility <b>in India</b> in the last five (05) years.</p>	<p>Client Certificate (with contact details) for successful implementation and commissioning. (Note: Part commissioning certificate for the required number of smart meters (in case the complete project has not been declared Go-Live) on client Letter head can also be accepted).</p>
<p><b>6.</b></p>	<p><b><u>Meter Data Management System (MDMS) Product OEM Experience</u></b> Successful MDMS implementation of product OEM in terms of cumulative installed base of at least 5000 Nos smart meters in power utility <b>in India</b> in the last five (05) years.</p>	<p>Client Certificate (with contact details) for successful implementation and commissioning. (Note: Part commissioning certificate for the required number of smart meters (in case the complete project has not been declared Go-Live) on client Letter head can also be accepted).</p>
<p><b>7.</b></p>	<p><b><u>MDMS Product OEM: Integration experience with utility systems</u></b> Integration of MDMS of the product OEM with cumulative of at least two CIS/Billing systems in single or multiple power utilities</p>	<p>Client(s) Certificate (with contact details) for successful integration and commissioning. (Note: Part commissioning certificate for the required number of CIS/Billing</p>

	<b>in India</b> in the last five (05) years.	systems (in case the complete project has not been declared Go-Live) on client Letter head can also be accepted).
<b>8.</b>	<b><u>MDMS Product OEM: Integration capability with HES</u></b> MDMS should be capable of seamless integration with multiple Head End System (HES).	Self certificate
<b>9.</b>	<b><u>Communication Service Provider (CSP)</u></b> CSP should have valid license given by Department of Telecommunications (DoT), Government of India or certified by WPC for providing GPRS/ 3G/ 4G/ NB LTE or NB IoT or any other band technology compliant with IPv6 for communication network.	Valid licence/certificate as applicable
<b>10.</b>	<b><u>Communication Service Provider (CSP)</u></b> Communication system should be complete for transferring the data from Smart Meter to Meter Data Management System.	Self certificate by OEM
<b>11.</b>	<b><u>Communication Service Provider (CSP)-Interoperability</u></b> Communication solution should be interoperable and must be able to integrate with different makes of smart meters and different makes of MDM solutions.	Self certificate by OEM
<b>Note: Experience shall be reckoned as on the date of publication of the bid. The bidder shall meet all the above criteria.</b>		

Note:-

- i. FACT/FEDO reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FACT/FEDO also reserves the right to ask for any other documents in case considered essential in support of any of the PQ criteria or on the document submitted. If the data/credentials furnished are found to be incorrect, FACT/FEDO further reserve the right to reject the particular tender. FACT/FEDO also reserves the right to reject any tender submitted by a party if it comes to know suo moto of any adverse reports on the certified claim submitted by the tenderer.
- ii. Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Startups without any relaxation.

**INSTRUCTIONS TO BIDDERS****ANNEXURE II**

- 1.1 The bidder shall study carefully the EOI NOTICE, Pre-Qualification criteria, Terms and Conditions of EoI & Instructions to Bidders before submitting the bid. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. Copy of the EoI/tender documents shall be digitally signed by the bidders signifying their acceptance of the same.
- 1.2 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT/FEDO and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations.
- 1.3 Bid against this EOI NOTICE shall be submitted online **on e-Tendering portal <https://eprocure.gov.in>**, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc., SHALL NOT be accepted.
- 1.4 All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer "Bidders Manual Kit" available on the above website for detailed information and instructions for registration, bid submission etc.
- 2.0 **Scope of Work:** Scope of work as per terms and conditions attached.
- 3.0 **Submission of bids:** The bid shall be submitted in single part.
- i. This bid shall contain the following documents duly filled wherever applicable and digitally signed on all pages:
- i. EOI NOTICE
  - ii. Terms and Conditions of tender & Instructions to bidders
  - iii. Prequalification documents
  - iv. Compliance statement
  - v. Vendor data form with Master data for Electronic Media Payment Format (For new vendors)
- ii. Bidder should have experience as detailed in the Pre-Qualification criteria and the copies scanned from originals to prove the qualification as detailed in the pre-qualification criteria, shall be uploaded. The BIDDER SHALL PRODUCE THE ORIGINALS OF THE DOCUMENTS FURNISHED ALONG WITH THE TENDER, AT ANY TIME, IF ASKED FOR, DURING THE EVALUATION OF BID.
- 4.0 FACT reserves the right to extend without giving any reason the last date for submission and opening of bid. HOWEVER ANY CHANGE IN THIS TENDER LIKE EXTENTION, CANCELATION, ETC WILL BE EFFECTED ONLY IN THE CPP PORTAL
- 5.0 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.
- 6.0 FACT reserves the right to call bids from other parties in addition to parties found suitable by way of press advertisement under certain situation such as cartelisation or number of such parties are less, bids received are less, or quoted rates are high or under any such circumstances which are detrimental to the interest of FACT, at its sole discretion. Further, FACT reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The opinion of FACT in this behalf will be final and binding

PRPD. BY :AS

CHKD. BY JK

APPRD. BY :JK

Pg. No: 1

COROPRATE MATERIALS -  
CONTRACTSFERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED

on the bidders/contractors.

- 7.0 **Evaluation of bids:** Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder and the documentary evidence furnished in support of meeting the Pre- Qualification Requirements as specified in Pre-Qualification Criteria. Non-availability of information and related documentary evidence for the satisfaction of Pre-Qualification Requirements may cause the response to be treated as non-responsive.

FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT also reserves the right to negotiate with the lowest bidder.

- 8.0 \* Any further information on site familiarization/ nature of work, if required by the bidders, can be had from SM(M)C FACT (0484-2568123).

\* For any clarification on this enquiry, the Assistant Manager (M)-F, Phone No: 0484-2568674, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.

\* For any clarification on e-tender submission, Mr Ajino Anandh, Tel: 0484 2568374 may be contacted.

- 9.0 The bidders are advised to get themselves informed of all the details they require before submitting their bids.

10.0 For any disparity with the conditions, the special terms and conditions will prevail.

11.0 ALL DOCUMENTS SHOULD BE SIGNED DIGITALLY.

**Senior Manager (Mat)-C  
Corporate Materials – Contracts,  
Petro Chemical Administrative Building,  
FACT, Udyogamandal Complex  
Udyogamandal, PIN 683501**

PRPD. BY :AS

CHKD. BY JK

APPRD. BY :JK

Pg. No: 2

**COROPRATE MATERIALS -  
CONTRACTS**

**FERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED**







## TERMS AND CONDITIONS OF EoI

EoI no.  
CONTRACTS/2021-  
2022/SMARTMETER

### ANNEXURE III

Name of Work: Expression of Interest (EoI) from agencies for empanelment of AMI solution providers as partners in Advanced Metering Infrastructure (AMI) in smart grid business opportunities in the power distribution sector in India.

#### **1.0 Introduction**

- 1.1 FACT Engineering and Design Organization, **FEDO**, is a premier engineering consultancy organization in India, engaged in design, engineering and implementation of projects in process, petrochemicals, fertilizers and allied industries. FEDO is a part of a multi-divisional company, The Fertilisers and Chemicals Travancore Ltd, **FACT Ltd.**, a Schedule 'A' Government of India Enterprise under the administrative control of the Department of Fertilizers in the Ministry of Chemicals & Fertilizers. FEDO invites Expression of Interest (EoI) from agencies having proven experience and ability in the area of END-TO-END SOLUTION PROVIDERS with proven technology as partners in ADVANCED METERING INFRASTRUCTURE (AMI) in Smart Grid Business Opportunities in the Power Distribution Sector in India.
- 1.2 FEDO-FACT would like to empanel experienced AMI solution providers with proven technologies for Smart Grid Business Opportunities in Power Distribution Sector in India who can jointly participate with FEDO-FACT on a back to back basis to offer end-to-end solutions to state DISCOMS/ utilities in India implementing Advanced Metering Infrastructure (AMI) at competitive prices and with proven technology.
- 1.3 **Through this EOI Notice, FEDO-FACT wants to empanel experienced AMI Solution providers on a back to back basis, as a single bidder or as a consortium.**
- 1.4 The EOI partner shall offer end-to-end services to state DISCOMS/ utilities/ related agencies in implementing Advanced Metering Infrastructure (AMI) with proven technology, canvass and execute orders. FEDO shall be the backup firm for providing FACT-FEDO brand name which will add to the brand value of the product and will help the vendor to market the products.
- 1.5 Consortium is allowed subject to maximum 3 entities each of which should be a legal entity registered under Indian Companies Act, 1956. The response to this EOI must contain the Consortium agreement in case bidding as consortium specifying the exact roles and responsibilities of each partner in the consortium agreement as well as who will act as the lead/prime partner. The Lead Consortium partner is required to work with third party component / equipment manufacturer in meeting all the requirements of the EOI and of the projects of the DISCOMS/ utilities. The lead bidder would be solely responsible for the entire project awarded by DISCOMS/ concerned agencies and FEDO-FACT will interact with the lead / prime partner only. All the correspondence, payments etc. will be addressed / released to the lead / prime partner only. The Lead partner will be accountable for the end-to-end delivery, warranty support, O & M support, manpower deployment etc. for the projects. Apart from work experience related eligibility which can be met jointly by consortium, all other eligibility conditions should be met by the lead bidder.



## TERMS AND CONDITIONS OF EoI

EoI no.  
CONTRACTS/2021-  
2022/SMARTMETER

### ANNEXURE III

1.6 All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the consortium partners having such a provision shall be submitted with the bid, although successful and on-time execution of the project is the responsibility of lead bidder, only.

### **2.0 Typical Scope of Work**

- i. Manufacture, Supply and Commissioning of Smart Meters as per the standards (conforming to latest Indian Standards IS 16444 and IS 15959 Part-2) applicable in Indian Market.
- ii. Smart Meters can be for consumers or Distribution Transformers or Feeder Meters. Selected Smart Meters shall be required with Pre-Paid Provisions.
- iii. Establish network connectivity for the smart meters and network platform that can support all the applications like Head End System (HES), Meter Data Management System (MDMS) etc. over specified communications platform.
- iv. Facilitation for the Seamless Integration with the AMI Network Solution.
- v. Achieve the device level interoperability and it will be the responsibility of AMI Implementing Partner to ensure that all the systems, sub-systems and equipment/devices shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing continuous commercial operations as per the existing and upcoming future requirements of the State DISCOMS/ utilities  
FMS (Facilities Maintenance Services) Support for the project duration.
- vi. Performance of the Smart Metering System will be measured on defined Service Level Agreements (SLA) basis and these will be monitored on real-time basis.
- vii. Packaging, Transportation and warehousing in the client utility area will be the responsibility of the bidder.
- viii. Cater to the Basic Functionalities of AMI system as per “Functional Requirements of Advanced Metering Infrastructure (AMI) in India” issued by the Central Electricity Authority (CEA) in August 2016.

**(Note: The scope of work, as above, is to be generally complied by the empanelled bidder(s) and is only typical. The actual scope may vary depending on the bids invited by the respective DISCOM's/ concerned agencies (Clients))**

### **3.0 Special Conditions:**

- i. All the prospective bidders are invited to submit their Expression of Interest against this Notice along with support documents and the specified fee in the prescribed mode. FEDO-FACT will evaluate the EOI response against the tender requirements and will empanel the qualified bidders.



**TERMS AND CONDITIONS OF EoI**

**EoI no.**  
CONTRACTS/2021-  
2022/SMARTMETER

**ANNEXURE III**

- ii. FEDO-FACT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to decision of empanelment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.
- iii. FEDO-FACT reserves the right to assess the capability and capacity of the company/firm independently in addition to the details/information furnished by the applicant.
- iv. FEDO-FACT also reserves the right to accept/modify/relax any of the criteria in PQC / conditions during bidding or evaluation without assigning any reason thereof and to seek additional information, if required.
- v. The empanelment of AMI Solution Providers shall remain valid for a period of 3 (Three) years from the date of empanelment unless otherwise extended on the same terms and conditions at the discretion of FEDO-FACT.
- vi. Incomplete applications and applications not accompanied with supporting documents are liable to be rejected.
- vii. FEDO-FACT reserves the right to ask for additional information/supporting documents as and when required.
- viii. This is an invitation for expression of interest and not an invitation for bid.
- ix. **COMPLIANCE STATEMENT: Please indicate the deviations sought clause No wise as applicable with supporting reasons in the compliance statement enclosed in ANNEXURE-A. In case of no deviations, write NIL. Any deviations/ deletions/ corrections made by the bidder elsewhere will not be taken cognizance of.**
- x. FEDO-FACT reserves the right at its discretion to delist Empanelled agencies, who do not participate continuously for three times in the financial bid invitation/ joint initiative to participate in business opportunities.
- xi. FEDO-FACT reserves the right to modify, expand, restrict, scrap, re-float the Expression of Interest and/or float a different tender without assigning any reason for the same.
- xii. Firm/Organization or the lead consortium bidder as applicable on successful selection should execute an empanelment agreement with FEDO-FACT as per Annexure B (for Consortium)/ Annexure C (for Single Bidder). Teaming agreement shall be executed on case to case basis and as per the project requirement. **Terms & Conditions of contract with the utility shall supersede the empanelment agreement.** In case of dispute in the agreement, decision of CMD, FACT will be binding on both parties.



**TERMS AND CONDITIONS OF EoI**

**EoI no.**  
CONTRACTS/2021-  
2022/SMARTMETER

**ANNEXURE III**

- xiii. Shortlisted AMI Solution provider should be available for consultation with FEDO-FACT during any negotiations with Client. AMI Solution Provider will attend any negotiations or discussions between FEDO-FACT and Client, which pertain to the Proposal. Any expense on account of travel or man-effort for interaction/presentation/negotiation with client will be borne by the AMI Solution Provider for the tasks pertaining to them.
- xiv. In the event that the Client (DISCOM/UTILITY) accepts the Proposal and approves the provision of solution offered by FEDO-FACT, the parties shall execute the agreement whereby selected AMI solution provider will provide Supply & services consistent with the commitments agreed upon.
- xv. AMI solution provider (bidder) shall be ready to work on back to back basis with FEDO-FACT as per the tender terms and conditions specified by the DISCOM/ Utility including Warranty & post-warranty services and implementing the project in the event of winning the contract for which the required undertaking shall be submitted by the bidder.
- xvi. Payment terms for the AMI solution provider for the project to be executed for DISCOM/Utility will be generally as per the terms agreed between FEDO-FACT and client. The payment shall be released to the partner after the receipt of payment from the customer (back to back basis) and after deducting applicable taxes, FEDO-FACT margin and penalty if any. However this is only typical and for general understanding only.
- xvii. Short listing and grading of bidders at the discretion of FEDO-FACT may be carried out depending on various criteria including Technical competence, financial capability, workmanship including quality of work carried out in the past, resource capability, adherence to statutory requirements, customer requirement etc.**
- xviii. FEDO-FACT at its discretion will select the partner from the empanelled bidders on a case to case basis while participating in the smart meter tenders considering the requirement of the tender qualification, chance of winning the contract, customer requirement etc.**
- xix. FEDO-FACT may at their discretion also prefer to engage multiple AMI solution providers in each project and work split among the empanelled bidders based on technical, commercial and financial conditions. However any work split will be finalized based on the client / utility requirement and any decision of FEDO-FACT will be final and shall be acceptable to the AMI solution provider. Further, FEDO-FACT reserves the right to increase / decrease / split of the work to agencies at the sole discretion of the FEDO-FACT.**
- xx. AMI solution provider will be responsible for the faithful performance of the contract. AMI solution provider will be fully responsible for the risks arising in the project



**TERMS AND CONDITIONS OF EoI**

**EoI no.**  
CONTRACTS/2021-  
2022/SMARTMETER

**ANNEXURE III**

execution on account of the services/material provided by the appointed AMI solution provider. Any penalty/liquidated damages/liability arises during the execution of this project imposed by the client/ utility, then same will be recovered from the appointed AMI Solution Provider on proportionate basis.

- xxi. Engagement/ Empanelment with FEDO-FACT does not confer any default right to the agencies to be invited for participating in any bids, tender etc. to be floated by FEDO-FACT, in future. FEDO-FACT reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by FEDO-FACT depending upon the profile provided by the agencies and requirement of assignment, on a case to case basis.
- xxii. The bidder / lead bidder shall indemnify FEDO-FACT for any claims related breach of patent, IP and any legal other issues with respect to the hardware, software solution or labour laws.
- xxiii. All the costs incurred by the bidder for preparing the responses to this EOI/tender shall be borne by the bidder itself.
- xxiv. Experience in power sector will only be considered for meeting the respective criteria specified in the PQC.
- xxv. Courts at Ernakulam, Kerala shall have exclusive jurisdiction to entertain, try and adjudicate any matter relating to in connection with this EoI.**

**4.0 Pre-Bid Meeting**

- i. Pre-Bid Meeting will be convened at the FEDO conference hall, Udyogamandal on .
- ii. A maximum of three representatives of each person shall be allowed to participate on production of duly issued authority letter from such person and identity documents.
- iii. During the course of Pre-Bid Conference(s), the Bidders may seek clarifications and make suggestions for consideration of FEDO-FACT.
- iv. These queries should also be emailed to the site specified in the tender.

**5.0 EVALUATION OF EOI**

Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder and the documentary evidence furnished in support of meeting the Pre-Qualification Requirements as specified in Pre-Qualification Criteria. Non-availability of information and related documentary evidence for the satisfaction of Pre- Qualification Requirements may cause the response to be treated as non-responsive.

\*\*\*\*\*

**Format of Agreement– Consortium (To be submitted along with the bid)**  
**(On Non-Judicial Stamp Paper of minimum value Rs 200/-)**

**(Note: This format is required to be submitted along with the bid. In case changes/ additions/ deletions etc. if any are made in the terms and conditions during the process of bidding/ prior to empanelment, these changes/ additions/ deletions shall be incorporated in the final agreement which has to be executed by the consortium partners with FEDO-FACT at the time of empanelment)**

1. In compliance to Clause No 1.5 and 1.6 of the terms and conditions of EOI No. ....dated....., a consortium has been formed on ..... to meet the various eligibility conditions and experience criteria specified in the EOI No \_\_\_\_\_, dated\_\_\_\_\_.
2. It has been agreed among bidder and the consortium partners that are designated to submit the Bid on behalf of this consortium and henceforth called as “Lead Bidder”.
3. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred EOI and have authorized the “Lead bidder” by way of duly executed power of attorney in his favour to act on their behalf.
4. It has also been agreed that in its capacity as lead Bidder, will interact with FEDO/FACT for all obligations and provide assistance to FEDO/FACT to bid in timely manner.
5. The Lead bidder and its consortium partners shall be jointly and severally responsible for compliance of all the terms and conditions of this EOI, agreement and FEDO/FACT’s contract with main client as and when required relating to performance of this agreement. Any non-compliance by any of the consortium partners shall be treated as a breach of this agreement.
6. The Lead bidder and its consortium partners shall be ready to work on back to back basis with FEDO/FACT as per the client’s tender terms and conditions including Warranty & post-warranty services as applicable and implementing the project in the event of FEDO/ FACT winning the contract of client
7. The Lead bidder and its consortium partners shall be liable to FEDO/FACT to compensate any losses or damages if so suffered by FEDO-FACT for any breach of this agreement and/or action initiated by the main client for non-performance of the contract.
8. The Lead bidder and its consortium partners is required to carry out the work as per the respective RFP of the client along with its entire corrigendum’s.
9. The entire responsibility of fully functional AMI system shall rest with the consortium (Lead bidder and its consortium partners) in order to meet the performance levels set by the client.
10. FEDO/FACT will submit EMD, Bid Security, BG, and PBG to the client(s) / customers as per the tender terms and conditions. The consortium (Lead bidder and its consortium partners) shall in turn submit the counter BG, PBG to FEDO/FACT for the same value and validity period as per tender/PO.

11. Even if FEDO/FACT is exempted from the submission of BG, PBG, by some clients/ customers, the consortium (Lead bidder and its consortium partners) shall submit the same to FEDO/FACT for the value mentioned in the client's RFP.
12. Penalties if any, levied by the client/ customer will be passed on back to back to the selected consortium (Lead bidder and its consortium partners).
13. The payment shall be released to the consortium (Lead bidder and its consortium partners) after the receipt of payment from the customer (back to back basis) and after deducting applicable taxes, FEDO/FACT margin, penalty and other terms and conditions applicable.
14. The consortium (Lead bidder and its consortium partners) shall indemnify FEDO/FACT for any claims related breach of patent, IP and any legal other issues with respect to the hardware, software solution or labour laws.
15. Any demonstration /presentation/ Proof of Concept required by the customer shall be arranged by the consortium (Lead bidder and its consortium partners) free of cost.
16. The consortium (Lead bidder and its consortium partners) shall visit the site and obtain information of the client site, client requirements etc. at their own cost and responsibility. Any kind expense incurred by consortium for onsite survey will have to be borne by them.
17. FEDO/FACT may ask the consortium (Lead bidder and its consortium partners) to scale up and scale down resources based on requirements based on the demand from Client. Any line items may be removed from the scope based on FEDO-FACT /Client discretion.
18. The consortium (Lead bidder and its consortium partners) needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/ separate payment shall be made regarding the same.
19. Payment terms, project timelines, penalty, LD clauses, BoM, BoQ – Back to back as per the respective RFP's of the client(s).
20. The consortium (Lead bidder and its consortium partners) shall have to sign an Integrity Pact (IP) with FEDO/FACT in the format available with FACT.
21. The details of Lead Bidder and its consortium partners are as under:

<Lead Bidder Name>:

<Details containing Registered office & correspondence address>:

< Names of Consortium Partners>:

<Details containing Registered office of each consortium partner & correspondence address>:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed in the event of empanelment by their duly authorized officers as of the day first above written

Lead Bidder	Consortium Partners
<p>For &lt;Bidders Name&gt;</p> <p>Signature of Authorized Signatory</p> <p>Name:</p> <p>Designation:</p> <p>Contact Phone:</p> <p>Email <input type="checkbox"/> ID: <input type="checkbox"/></p> <p>Date:</p> <p>Seal</p> <p>Witness <input type="checkbox"/></p> <p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Contact Phone:</p> <p>Email <input type="checkbox"/> ID: <input type="checkbox"/></p> <p>Date:</p>	<p>For &lt; Consortium Partner-1 &gt;</p> <p>Signature of Authorized Signatory</p> <p>Name:</p> <p>Designation:</p> <p>Contact Phone:</p> <p>Email <input type="checkbox"/> ID: <input type="checkbox"/></p> <p>Date:</p> <p>Seal</p> <p>Witness <input type="checkbox"/></p> <p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Contact Phone:</p> <p>Email <input type="checkbox"/> ID: <input type="checkbox"/></p> <p>Date:</p>



For < Consortium Partner-2 >

Signature of Authorized Signatory

Name:

Designation:

Contact Phone:

Email  ID:

Date:

Seal

Witness

Signature:

Name:

Designation:

Contact Phone:

Email  ID:

Date:

**Format of Agreement–Single Bidder (To be submitted along with the bid)**  
**(On Non-Judicial Stamp Paper of minimum value Rs 200/-)**

**(Note: This format is required to be submitted along with the bid. In case changes/ additions/ deletions etc. if any are made in the terms and conditions during the process of bidding / prior to empanelment, these changes/ additions/ deletions shall be incorporated in the final agreement which has to be executed by the bidder with FEDO-FACT at the time of empanelment)**

1. The Bidder shall be responsible for compliance of all the terms and conditions of this EOI, agreement and FEDO/FACT's contract with main client as and when required relating to performance of this agreement. Any non-compliance by the bidder shall be treated as a breach of this agreement.
2. Bidder shall be ready to work on back to back basis with FEDO/ FACT as per the client's tender terms and conditions including Warranty & post-warranty services as applicable and implementing the project in the event of FEDO/ FACT winning the contract of client.
3. The Bidder shall be liable to FEDO/FACT to compensate any losses or damages if so suffered by FEDO-FACT for any breach of this agreement and/or action initiated by the main client for non-performance of the contract.
4. The bidder is required to carry out the work as per the respective RFP of the client along with its entire corrigendum's.
5. The entire responsibility of fully functional AMI system shall rest with the bidder in order to meet the performance levels set by the client.
6. FEDO/FACT will submit EMD, Bid Security, BG, and PBG to the client as per the tender terms and conditions. The bidder shall in turn submit the counter BG, PBG to FEDO/FACT for the same value and validity period as per tender/PO.
7. Even if FEDO/FACT is exempted from the submission of BG, PBG, by some clients/ customers, the bidder shall submit the same to FEDO/FACT for the value mentioned in the client's RFP.
8. Penalties if any, levied by the client/ customer will be passed on back to back to the selected bidder.
9. The payment shall be released to the selected bidder after the receipt of payment from the customer (back to back basis) and after deducting applicable taxes, FEDO/FACT margin, penalty and other terms and conditions applicable.
10. The bidder shall indemnify FEDO/FACT for any claims related breach of patent, IP and any legal other issues with respect to the hardware, software solution or labour laws.
11. Any demonstration /presentation/ Proof of Concept required by the customer shall be arranged by the bidder free of cost.
12. The bidder shall visit the site and obtain information of the client site, client requirements etc. at their own cost and responsibility. Any kind expense incurred by bidder for onsite survey will have to be borne by the bidder himself.

13. FEDO/FACT may ask the bidder to scale up and scale down resources based on requirements based on the demand from Client. Any line items may be removed from the scope based on FEDO-FACT /Client discretion.
14. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/ separate payment shall be made regarding the same.
15. Payment terms, project timelines, penalty, LD clauses, BoM, BoQ – Back to back as per the respective RFP's of the client(s).
16. The bidder shall have to sign an Integrity Pact (IP) with FEDO/FACT in the format available with FACT.
17. The details of Bidder are as under:

Bidder Name:

Details containing Registered office & correspondence address:

IN WITNESS WHEREOF the bidder have caused this AGREEMENT to be executed in the event of empanelment by their duly authorized officers as of the day first above written

For Bidders Name

Signature of Authorized Signatory

Name:

Designation:

Contact Phone:

Email ID:

Date:

Seal

Witness-1

Signature:

Name:

Designation:

Contact Phone:

Email ID:

Date: