

Invitation for Bids

Date	28 Jan 2025
Loan/Grant No. and Title	Loan No. : 3867 - IND Scaling up Demand – Side Energy Efficiency Sector Project
Title	EESL/06/2023-24/ICB/ADB/SM/242501002 Procurement of 0.8 million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project
Deadline for Submission of Bids	11:00 A.M. on 11 March 2025

1. India has received financing from the Asian Development Bank (ADB) toward the cost of **Scaling up Demand – Side Energy Efficiency Sector Project**. Part of this financing will be used for payments under the contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The Energy Efficiency Services Limited (EESL) (the “Purchaser”) invites sealed bids from eligible Bidders for the Procurement of 0.8 million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project (the “Goods”).

The detailed scope of works for above tender is described in the Bidding Documents.

Note: The procurement is grouped in 2 lots Lot-1 and Lot-2. The Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

3. Open Competitive Bidding- International Advertisement will be conducted in accordance with ADB’s Single Stage: Two-Envelope procedure and is open to all Bidders with no country restrictions and universal procurement will apply.
4. The complete Bidding Documents including tender drawings, if any, shall be available for inspection and downloading at EESL’s e-procurement portal <https://www.tenderwizard.com/EESL> (hereinafter referred to as the ‘Portal/e-Portal/e-tender Portal’) from 1100 hrs (Indian Standard Time (IST)) on 28.01.2025 to 1100 Hrs. IST on 11 March 2025.
5. The Key Qualifying requirements are given below:

Experience and Technical Capacity:

a. Contractual Experience

Successful completion as Original Equipment Manufacturer (OEM) supplier within the last 3 (Three) years (i.e. 36 months) from the originally scheduled date of bid opening as per IFB of cumulative contract values (*as indicated in the contract / certificates from utility etc.*) of multiple contracts of at least INR 108 Crore or USD 13 Million equivalent for each of the Lots (**i.e. Lot-1 and Lot-2 respectively**) for

supply of digital or electronic electricity meter/ electricity meter with automated meter reading/ electricity smart meters.

b. Technical Implementation Experience

The Bidder must have manufactured, tested and supplied (as OEM), at least following numbers of Energy (kWh) Meters with automated Meter Reading (AMR)@ facility or Smart Meters* for Advanced Metering Infrastructure (AMI)** cumulatively in last three (3) years and these must have been integrated in the system of any Indian or Global Power Utility(ies) and must have been in operation # for at least one (1) year as on the originally scheduled date of Bid Opening.

Lots	Number of Energy (kWh) Meters with automated Meter Reading (AMR) facility
Lot No. 1	300,000
Lot No. 2	300,000

Or

Lots	Number of Smart Meters* for Advanced Metering Infrastructure (AMI)**
Lot No. 1	100,000
Lot No. 2	100,000

c. Financial Criteria:

- (i). As a minimum, the Bidder's net worth for the last financial year calculated as the difference between total assets and total liabilities should be positive
- (ii). The Minimum Average Annual Turnover (MAAT) defined as the total payments received by the Bidder for contracts completed or under execution over the last three (3) years should be as indicated in the Table below for each of the two lots

Lot No	Average Annual Turnover (In INR)*	Average Annual Turnover (In USD)*
1	272 Crore	32 million
2	272 Crore	32 million

- (iii). The Bidder shall have cash flow capacity of not less than USD 4 million or INR 34 for each of Lot 1 and Lot 2.

The Bidders are requested to refer to the bid documents to understand the detailed qualification criteria.

6. Interested bidders have to necessarily register themselves on the <https://www.tenderwizard.com/EESL> as explained in Para 6.1 below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s. Antares Systems Limited (Application Service Provider (ASP) appointed by EESL) at the following to complete the registration formalities (refer Attachment-A to Section-2 of the bidding document for more details):

EESL Global Support Telephones and e-mail id
Contact Details: +91-80-45811365, +91-80-45982100, +91-9560095958
Email: mohitkumar@etenderwizard.com

The registration on Portal is free of cost.

Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates. The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Purchaser shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Purchaser shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Purchaser and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.

- 6.1 Registration on e-Procurement portal: As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site. Registration of each organization is to be done by one of its senior duly authorised official who will be the main person coordinating for the e-tendering activities. For further details, please visit the website <https://www.tenderwizard.com/EESL> and follow further instructions as per Attachment-A to Section-2 of the Bidding document.

Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

- 6.2 They may obtain further information regarding this IFB from the office of Additional General Manager (Contracts), EESL at the address given at para 8.1 below from 1500 hours (IST) to 1700 (IST) hours on all working days till the deadline as per para 4.0 above.

For proper uploading of the bids on the portal namely <https://www.tenderwizard.com/> it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s. Antares Systems Limited directly, as and when required, for which contact details are mentioned above. The Purchaser in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section 2 – ITB of the Bidding Documents.

Bid Document fee of **US \$ 300 (US Dollars Three Hundred only)** or in **Indian Rupees 25,000/- (Twenty Five Thousand Only)** as Demand Draft or Swift Code (*in case of Overseas bidders*) in favour of Energy Efficiency Services Ltd., payable at New Delhi shall be paid with the submission of the documents in line with Clause 11 of Section 2, Bid Data Sheet.

In addition to above, Bid Document Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:

Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL
ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRI N DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001

Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.

Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through RTGS or subsequently pursuant to Clarification as per ITB 29.2, shall lead to outright rejection of the Bid.

- The Hard Copy Part of the Bid as per Clause 11 of the Bid Data Sheet shall be received up to 10:30 Hrs. (IST) on 11 March 2025. Soft Copy parts of bids shall be uploaded up to 11:00 Hrs. (IST) on 11 March 2025. Hard Copy part of the Bids must be accompanied by a Bid Security and Tender fee in the amount as stated in the Bidding Document (Bid Data Sheet).

The Technical Bid (First Envelope) shall be opened online on 11 March 2025 at 1130 Hrs. (IST). The schedule for opening of Price Bid (Second Envelope) shall be intimated separately, as per the Bidding Documents.

8. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

Alternative Bids shall not be permitted.

A Pre-Bid meeting will be held on 12 Feb 2025 at 1100 Hrs. (IST) at the office of EESL mentioned below.

EESL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.

In the comparison of Bids, ADB's Domestic Preference Scheme will be applied in accordance with the provisions stipulated in the Bidding Documents.

All correspondence with regard to the above shall be made to the following Address:

(By Post/In Person)

Sh. Alok Mittal, Additional General Manager (Contracts)

Energy Efficiency Services Limited,

IKON Tower, 2nd Floor, Film city, FC- 24C, Noida, Sector 16A, UP – 201301

Tel: +91-120-6541600 Ext:215

e-mail Address: amittal@eesl.co.in; umohan@eesl.co.in

For more information on EESL, please visit the site at <http://www.eeslindia.org>

Section 1: Instructions to Bidders

Table of Contents

A.	General	1-3
1.	Scope of Bid	1-3
2.	Source of Funds	1-3
3.	Fraud and Corruption	1-3
4.	Eligible Bidders	1-6
5.	Eligible Goods and Related Services	1-8
B.	Contents of Bidding Document.....	1-8
6.	Sections of the Bidding Document	1-8
7.	Clarification of Bidding Document	1-9
8.	Amendment of Bidding Document.....	1-9
C.	Preparation of Bids	1-9
9.	Cost of Bidding	1-9
10.	Language of Bid	1-9
11.	Documents Comprising the Bid	1-9
12.	Bid Submission Sheets and Price Schedules	1-10
13.	Alternative Bids.....	1-10
14.	Bid Prices and Discounts.....	1-10
15.	Currencies of Bid	1-12
16.	Documents Establishing the Eligibility of the Bidder	1-12
17.	Documents Establishing the Eligibility of Goods and Related Services.....	1-13
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	1-13
19.	Documents Establishing the Qualifications of the Bidder.....	1-13
20.	Period of Validity of Bids.....	1-14
21.	Bid Security/Bid-Securing Declaration	1-14
22.	Format and Signing of Bid	1-15
D.	Submission and Opening of Bids	1-16
23.	Sealing and Marking of Bids.....	1-16
24.	Deadline for Submission of Bids.....	1-16
25.	Late Bids.....	1-17
26.	Withdrawal, Substitution, and Modification of Bids.....	1-17
27.	Bid Opening	1-17

E.	Evaluation and Comparison of Bids	1-19
28.	Confidentiality	1-19
29.	Clarification of Bids	1-20
30.	Deviations, Reservations, and Omissions	1-20
31.	Examination of Bids	1-20
32.	Responsiveness of Technical Bid	1-20
33.	Nonmaterial Nonconformities.....	1-21
34.	Qualification of the Bidder	1-21
35.	Examination of Price Bids	1-22
36.	Correction of Arithmetical Errors	1-22
37.	Conversion to Single Currency	1-22
38.	Domestic Preference	1-22
39.	Evaluation and Comparison of Price Bids.....	1-22
40.	Abnormally Low Bids.....	1-24
41.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	1-24
42.	Notice of Intention for Award of Contract	1-24
F.	Award of Contract	1-25
43.	Award Criteria	1-25
44.	Purchaser's Right to Vary Quantities at Time of Award.....	1-25
45.	Notification of Award	1-25
46.	Signing of Contract.....	1-26
47.	Performance Security.....	1-26
48.	Bidding-Related Complaints	1-26

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt,

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive

any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

- Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
- (f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.
- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particularly country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular

- person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 5. Eligible Goods and Related Services**
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

- 6. Sections of the Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

- 7. Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding Document** 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
 - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

- (iii) the total price for the item.
 - (c) for Related Services whenever such are specified in the Schedule of Supply:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.
- 14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.
- 15. **Currencies of Bid**
 - 15.1 Bid prices shall be quoted in the following currencies:
 - (a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
 - (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. **Documents Establishing the Eligibility of the Bidder**
 - 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
 - (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

- 17. Documents Establishing the Eligibility of Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the Country of Origin Declaration Form included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check.
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 47.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 46;
 - (ii) furnish a performance security in accordance with ITB 47; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 If a bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If a Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners, as named in the letter of intent mentioned in ITB 4.1.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders shall submit their bids as specified in the BDS. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1; and
 - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice

contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

- 27.9 The Purchaser will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.

- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security or Bid-Securing Declaration, if applicable; and
 - (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Non-conformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.

- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
 - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.
- 38. Domestic Preference**
- 38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 39. Evaluation and Comparison of Price Bids**
- 39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 41;
 - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 39.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).
- 39.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.

- 40. Abnormally Low Bids**
- 40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
 - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
 - (c) decide whether to accept or reject the bid
- 40.3 With regard to ITB 40.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.
- 40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
 - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
 - (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 42. Notice of Intention for Award of Contract**
- 42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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F. Award of Contract

- 43. Award Criteria**
- 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 43.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 44. Purchaser's Right to Vary Quantities at Time of Award**
- 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 45. Notification of Award**
- 45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.
- 45.2 Unless standstill period applies, upon notification of award unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 45.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and

- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 46. Signing of Contract**
- 46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
- 46.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 47. Performance Security**
- 47.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 47.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 48. Bidding-Related Complaints**
- 48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Important Instruction for participation in the e-Bidding:

Interested bidders have to register themselves on the portal www.tenderwizard.com/EESL through **M/s. Antares Systems Limited** (Application Service Provider (ASP) appointed by EESL) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s. Antares Systems Limited at following contact details to complete the registration formalities:

Bidders are requested to visit “e-Tendering” section at EESL website, www.eeslindia.org for instructions and registration on E-tendering portal.

Steps for Registration on EESL’s E-Procurement Portal

- (i) Open portal by entering URL www.tenderwizard.com/EESL.
- (ii) Download and read Registration Manual from EESL’s e-tendering portal www.tenderwizard.com/EESL
- (iii) Click on ‘REGISTER’ link for new registration.
- (iv) Fill all mandatory fields and click on ‘CREATE PROFILE’ button.
- (v) On the next page, upload registration related documents and proceed further.
- (vi) User ID and system-generated password will be displayed. Login and mandatorily change the system-generated password.
- (vii) Login with your new password and Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (viii) Also read the instructions given under Registration Manual available at home page of EESL website www.tenderwizard.com/EESL.

Note: Online registration shall be done on e-tendering website, i.e., www.tenderwizard.com/EESL & in general, activation of registration may take 24 hours. It is sole responsibility of the bidder to register in advance.

There is no fee for Registration on EESL E-procurement Portal.

A. Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of EESL.

B. EESL Global Support Telephones and e-mail id

Contact Details: +91-80-45811365, +91-80-45982100, +91-9560095958
mohitkumar@etenderwizard.com, krishna.a@etenderwizard.com

For proper uploading of the bids on the portal namely www.tenderwizard.com/EESL (*hereinafter referred to as the ‘portal’*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from **M/s. Antares Systems Limited** directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section 1 – ITB of the Bidding Documents.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Section 2: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. General

ITB 1.1	<p>The number of the Invitation for Bids (IFB) is: EESL/06/2023-24/ICB/ADB/SM/242501002</p> <p>The Purchaser is: Energy Efficiency Services Limited</p> <p>The name of the open competitive bidding (OCB) is: Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project</p> <p>The identification number of the OCB is: EESL/06/2023-24/ICB/ADB/SM/242501002</p> <p>The number and identification of lots (contracts) comprising this OCB is as per the following details:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 60%;">Site/Location</th> <th style="width: 30%;">Estimated Number of Smart Meters (in Nos.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td>At Specified Location (<i>refer Note below</i>) within the State of Bihar (North)</td> <td style="text-align: center;">400,000</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td>At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)</td> <td style="text-align: center;">400,000</td> </tr> </tbody> </table> <p><i>Note: Tentative location of Supplies (Towns):</i></p> <p style="margin-left: 20px;">a. <i>For Bihar:</i></p> <p style="margin-left: 40px;"><i>North Bihar: Patna, Aurangabad, Sasaram, Arrah Buxar, Dehri On Sone, Munger, Jehanabad, Bhabua, Gaya, Nawada, Jammui, Bhagalpur, Lakhisarai, Seikhpura, Nalanda</i></p> <p style="margin-left: 40px;"><i>South Bihar: Katihar, Purnea, Kishanganj, Araria, Saharsa, Hajipur, Madhepura, ,Supaul, Darbhanga, Madhubani, Siwan, Saran</i></p> <p style="margin-left: 20px;"><i>The complete address of the Location for delivery of Goods shall be intimated by the Purchaser during execution of the Contract. However, the Specified Location as mentioned above may be liable to change to any location within the State/UT/Utility of such Specified Location without any additional financial implication to EESL. Accordingly, Bidders are required to consider the same while preparing their Bids.</i></p> <p>The above scope of work is indicative and the detailed scope of work is given in the Section-6 of the Bidding documents.</p>	Lot	Site/Location	Estimated Number of Smart Meters (in Nos.)	Lot 1	At Specified Location (<i>refer Note below</i>) within the State of Bihar (North)	400,000	Lot 2	At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)	400,000
Lot	Site/Location	Estimated Number of Smart Meters (in Nos.)								
Lot 1	At Specified Location (<i>refer Note below</i>) within the State of Bihar (North)	400,000								
Lot 2	At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)	400,000								

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

ITB 2.1	The Borrower is: Government of India The name of the Project is: Scaling up Demand – Side Energy Efficiency Sector Project ; Loan No. 3867 - IND
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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ITB 6.2	<p>Replace with the following:</p> <p>The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p> <p>The Bidding Documents are available on e-Procurement portal https://www.tenderwizard.com/EESL (also referred as e-Tendering portal). Bidders shall submit their response to this Invitation for Bids electronically through the e-Procurement portal only. The submission of bids through any other mode is not permitted. Bids, if any, submitted through any other mode shall not be accepted by the Purchaser.</p> <p>a) Bidders are required to register themselves in the e-Procurement portal for participation in the bidding against the Invitation for Bids published. Prospective bidders must visit the website and complete the registration process in time. There is no registration fee for tenders floated by EESL.</p> <p>A Bid Document fee (Bid fee) of INR 25,000/- or USD 300 is required to be paid by Demand Draft in favour of Energy Efficiency Services Limited payable at New Delhi as per the process of payment of fee submission specified in ITB clause 22.1.</p> <p>In addition to above, Bid Document fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:</p> <table border="1" data-bbox="511 1029 1437 1470"> <thead> <tr> <th>Account Name</th> <th>Account No.</th> <th>Bank Name</th> <th>Branch Name</th> <th>RTGS DETAIL</th> </tr> </thead> <tbody> <tr> <td>ENERGY EFFICIENCY SERVICES LIMITED</td> <td>2164002100012319</td> <td>Punjab National Bank</td> <td>LARGE CORPORATE BRANCH DELHI</td> <td>IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI, DELHI-110001</td> </tr> </tbody> </table> <p>Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-1 as mentioned at ITB 11.1. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.</p> <p>Bidder's failure to submit the Bid Document fee along with the Bid or subsequently pursuant to ITB Clause 29, shall lead to rejection of the Bid.</p>	Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL	ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRANCH DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI, DELHI-110001
Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL							
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>b) Bidders are advised to get acquainted with the bid submission process in e-Procurement portal by contacting Purchaser at the address specified below:</p> <p>Attention: Sh. Alok Mittal, AGM (Contracts) Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA Tel: +91-120-6541600 Ext:215</p> <p>e-mail Address: amittal@eesl.co.in; umohan@eesl.co.in, aniketk@eesl.co.in</p> <p>c) The contact information for www.tenderwizard.com is as under: Mr. Mohit Kumar Contact no.: +91-9560095958 e-mail id : mohitkumar@etenderwizard.com</p>
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B. Contents of Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: Sh. Alok Mittal, AGM (Contracts) Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA Tel: +91-120-6541600 Ext:215</p> <p>e-mail Address: amittal@eesl.co.in; umohan@eesl.co.in, aniketk@eesl.co.in</p>
ITB 7.3	<p>Add new clause ITB 7.3 :</p> <p>The Bidder is requested to submit any questions in writing, to reach the Purchaser not later than 3 days before the pre-bid meeting. Queries received beyond the said period shall not be entertained.</p>
ITB 7.4	<p>Add new clause ITB 7.4 :</p> <p>A Pre-Bid meeting will take place. Date, time and place are as follows: Date: 12 Feb 2025 Time: 1100 hrs (IST) Place: Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA.</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>A site visit conducted by the Employer will not be organized.</p> <p>Note: The pre-bid meeting will also be conducted online, for which requisite link is provided below. However, those Bidders who wish to attend physically, may do so by reaching the aforementioned address at stipulated date and time.</p> <p>Link for online pre-bid meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDA0NDcyMmltNDY4ZC00ZDU5LTk5MDgtZmQ5YzlhNDNmNmI2%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%2279dcb175-7f7a-4ef1-84ba-b5608247f8c8%22%7d</p> <p>Meeting ID: 415 004 149 266 Passcode: 8gS6oc2H</p>
ITB 7.5	<p>Replace with the following:</p> <p>The Bidder is requested to submit any questions in writing, to reach the Employer not later than 3 days before the pre-bid meeting.</p> <p>No queries will be entertained after the stipulated date</p>
ITB 7.6	<p>Replace with the following:</p> <p>Minutes of the pre-bid meeting, if applicable, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be posted on the e-Procurement portal only. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum through the e-Procurement/e-Tendering portal pursuant to ITB 8 and not through the minutes of the pre-bid meeting</p>
ITB 8.1	<p>Replace with the following:</p> <p>At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda through the e-Procurement portal in accordance with ITB 7.4.</p>
ITB 8.2	<p>Replace with the following:</p> <p>Any addendum /addenda issued shall be part of the Bidding Document and shall be published in the same e-Procurement portal on which the tender was published online. The onus is on the bidder to visit the e-Procurement portal to learn about the addendum and to submit its response as per the addendum published.</p>

ITB 8.3	<p>Replace with the following:</p> <p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2 by issuing a notification on the e-Procurement portal.</p>
ITB 8.4	<p>Add a new clause ITB 8.4 as below:</p> <p>Any changes to tender document, pre-bid clarifications, addendum and corrigendum to the tender shall be published online on the e-Procurement portal. Bidders are informed to check the portal at regular intervals for any such amendments to the tender.</p>

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1	<p>Replace sub clause 11.1 with the following:</p> <p>The Bid shall comprise of two envelopes: Envelope-1 (First Envelope i.e. Techno Commercial Bid) and Envelope-2 (Second Envelope, i.e., Price Bid), submitted simultaneously as per the details mentioned below:</p> <p>A) <u>The following shall be submitted as part of Envelope-1 (First Envelope i.e. Techno Commercial Bid):</u></p> <p>The Hard Copy and Soft Copy parts of Envelope-1 (First Envelope i.e. Techno Commercial Bid) of the bid shall comprise the following:</p> <p>I. Hard Copy Part</p> <p>As a Hard copy part of Envelope-1 (First Envelope i.e. Techno Commercial Bid), the bid shall comprise of following documents to be submitted in sealed envelope:</p> <ul style="list-style-type: none"> (i) Demand Draft (DD) or scan copy of receipt of transfer of amount through RTGS, towards Bidding Document fee of the amount in accordance with clause 6.2(a) of ITB, in separate envelope. (ii) Bid Security (in Original) in accordance with clause 21 of ITB, Section-2 in separate envelope (the format is attached at Section-4: Bidding Forms).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

	<p>(iii) Original Joint Venture Agreement</p> <p>(iv) Notarized Power of Attorney authoring the signatory of the Bidder to submit the Bid</p> <p>(v) Affidavit regarding correctness of information in the Bid</p> <p>(vi) Any other document further specified in the BDS.</p> <p>Bidder shall note that any document/s, required to be submitted as part of Envelope-2 (Second Envelope, i.e. Price Bid), shall not be submitted in Hard Copy Part of Envelope-1.</p> <p style="text-align: center;">II. Soft Copy Part</p> <p>Soft copy part of Envelope -1 (First Envelope i.e. Techno Commercial Bid), the bid shall comprise following documents to be uploaded on the e-Procurement portal as per provisions therein.</p> <p>(i) First Envelope Bid Form (Technical Bid Submission Sheet) as per format given in Section-4: Bidding Forms.</p> <p>(ii) Declaration of the Lots, for which bid is submitted, as per Attachment -1 of Section-4: Bidding Forms</p> <p>(iii) A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 20.1. The said power of attorney to be submitted as Attachment-3 of Bidding Forms, Bidders to use their own format.</p> <p>(iv) Deviation statement as per Attachment -4 of Section-4: Bidding Forms. Confirmation regarding no deviations to the provisions of the Bidding Documents</p> <p>NOTE: Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further.</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>(v) The documentary evidence establishing in accordance with ITB Clause 4, Part-I of the Bidding Documents that the Goods and Services offered by the bidder in its bid are eligible facilities and conform to the Bidding Documents, is to be furnished as Attachment- 5, Section-4: Bidding Forms</p> <p>(vi) Letter of undertaking (as per Attachment-6, Section-4: Bidding Forms) to be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Criteria (as applicable)</p> <p>(vii) Details regarding Qualifying Requirement /Eligibility criteria as per formats at Section-4: Bidding Forms.</p> <p>(viii) Delivery and Completion Schedule as per format at Section-4: Bidding Forms</p> <p>(ix) Certificate from Bidder's Banker(s) (as per prescribed formats in Attachment-9, Section-4: Bidding Forms) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.</p> <p>(x) Certificate regarding Capacity and Capability of the Bidder as Attachment-10, Section-4: Bidding Forms.</p> <p>Note: Bidder to submit certificate, issued by full time practicing Chartered Engineer/Chartered Accountants (CA) with UDIN (<i>in case of Indian Bidder</i>) or by Chartered Engineer/Chartered Accountant (CA) equivalent authority in bidder's country (<i>in case of Foreign Bidder</i>), indicating the following:</p> <ol style="list-style-type: none"> i) types of Smart Meters manufactured by the Bidder, ii) Manufacturing Capacity (in no.) per annum/month for each type of Smart Meters, iii) future month-wise commitment under other contracts of the Bidder for next 9 months <p>(xi) In case of Bid from Joint Venture, The Joint Venture Agreement & Power of Attorney of Joint Venture Agreement as per the attached format at Section-4: Bidding Forms.</p> <p>Note: For Joint Venture: Apart from the above mentioned documents, JV partner shall submit the following documents</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

	<ol style="list-style-type: none"> 1. Experience certificate of the individual partners of the Joint Venture issued by the employer / client to the extent of experience claimed by him. 2. Copy of registered agreement on JV. 3. Notarized Power of Attorney authorizing the signatory of the Bid to submit the BID. <p>(xii) Documentary evidence regarding bidder’s qualifications to perform the contract as required under Qualification Criteria, Section-3 of the Bidding Documents.</p> <p>(xiii) Any other document as mentioned in the Bidding Documents inter-alia including that required under Section-3 of the Bidding Documents.</p> <p>Note: The format for all the aforementioned Attachments, as applicable, are part of Section-4: Bidding Forms.</p> <p><i>Bidder to note that no document revealing the prices shall be submitted in Envelope-1 along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of the bid. Prices are to be filled in Envelope-2 as per the provision(s) made available by EESL in the prescribed format uploaded on e-Procurement portal.</i></p> <p>B) <u>The following shall be submitted as part of Envelope-2 (Second Envelope, i.e., Price Bid):</u></p> <p>The following to be uploaded in soft copy on e-Procurement portal only:</p> <ol style="list-style-type: none"> (i) Second Envelope Bid Form (Price Bid Submission Sheet) as per format given in Section-4: Bidding Forms. (ii) The prices are to be filled in prescribed format in soft copy (in excel format) available on e-Procurement portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at Section-4 of the Bidding document is only for illustration/reference purpose, however, terms and conditions mentioned there in is part of this Bidding Document. <p>Note: Bidders who do not submit original Bid Security in Hard Copy part and First Envelope Bid Form in Soft Copy part of Envelope-1 & Second Envelope Bid Form in Envelope-2 shall be considered non-responsive and their bids will not be considered for further evaluation.</p>
ITB 11.2	Replace with the following:

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	The contents of Envelope -1 (First Envelope i.e. Techno Commercial Bid) is defined at ITB 11.1.
ITB 11.3	Replace with the following: The contents of Envelope -2 (Second Envelope i.e. Price Bid) is defined at ITB 11.1.
ITB 12.2	Please add ITB 12.2 : Bidders have to submit the bids on e-Procurement portal www.tenderwizard.com/EESL along with the relevant documents. For this purpose, the bidders shall fill-up the forms that are available online on the e-Procurement portal. The forms shall be downloaded by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-Procurement portal along with the scanned copies of the supporting documents as per ITB 11. The bidder shall have to fill the unit prices against all items in the respective column of the BOQ in Excel format uploaded on the e-Procurement portal www.tenderwizard.com/EESL .
ITB 13.1	Alternative bids are not permitted.
ITB 14.5	Supplementing the existing clause by the following: The terms shall be governed in accordance with the 2020 edition of INCOTERMS.
ITB 14.6	Replace the existing clause by the following: In the Price schedules, Bidder shall give the required details and a break-down of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST), in the schedules as follows: (a) Goods to be supplied from abroad (Schedule-1) by a foreign Bidder shall be quoted CIP named place of destination basis [Destination: As per respective Lots]. For the purpose of contract administration, the bidder is required to provide break-down of CIP named place of destination basis prices as (i) CIP Entry Border Point/CIF Indian Port of Entry basis Price. The breakup up of CIF Price into FOB price, Freight and Insurance charges shall also be quoted in this Schedule-1 and (ii) Charges up to Destination for Local/Inland transportation, In-Transit insurance, loading and unloading of the Goods supplied from Abroad

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

	<p>shall be quoted separately in Schedule-3 as composite supply of services, with local/inland transportation being the Principal Supply.</p> <p>The Purchaser shall be responsible and be liable for payment of Customs duty (i.e. Basic Customs duty, Cess, GST etc.) on CIP Entry Border Point/CIF Indian Port of Entry component of the Goods to be supplied from abroad. However, the Purchaser, as an importer, shall furnish promptly necessary clarifications and documents as may be required to be furnished by the importer for the purpose of customs clearance.</p> <p>.</p> <p>(b) Goods to be supplied from within the Purchaser's country, (Schedule 2) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and shall be inclusive of all cost as well as duties and taxes (viz., customs duties & levies, duties, GST etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the facilities.</p> <p>Bidders offering (i) imported Equipments/items as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation and/or (ii) bought-out finished Equipments/items as 'Off the Self' items or dispatched directly from the Bidder's works, the price of such Equipments/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such Equipments/items (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.</p> <p>The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Purchaser and the Contractor. The Purchaser shall be responsible and be liable for payment of such applicable GST on transaction between the Purchaser and the Contractor.</p> <p>(c) Local/Inland transportation, In-Transit insurance, loading and unloading of the Goods and other related services upto Destination [Destination: As per respective Lots] to be supplied from within India shall be quoted separately in Schedule 3 as composite supply of services, with local/inland transportation being the Principal Supply.</p> <p>The Purchaser shall be responsible and be liable for payment of applicable GST on Local/Inland transportation, In-Transit insurance, loading and unloading of the Goods.</p> <p>(d) The Input Tax Credit (ITC) available, if any, under the GST scheme as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>(e) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – 7: General Conditions of Contract (GCC) of the Bidding Documents.</p> <p>(f) Purchaser shall, deduct taxes at source as per the applicable laws/ rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.</p>						
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment.						
ITB 14.8	<p>Supplementing with the following:</p> <p>Prices quoted for each lot shall correspond to at least 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond to at least 100 % of the quantities specified for this item of a lot.</p>						
ITB 15.1	<p>The currencies of the bid shall be as follows:</p> <p>a) Goods covered under BDS ITB Sub-Clause 14.6 (a) shall be quoted entirely in the US Dollars or Euro or Japanese Yen. . However, Custom Duties /Other Taxes shall be quoted in INR.</p> <p>Goods covered under BDS ITB Sub-Clause 14.6 (b) shall be quoted entirely in the Indian Rupees (INR).</p> <p>b) Local transportation, In-transit Insurance, loading, unloading and Port handling & Custom clearance and other local costs incidental to delivery of the Goods covered under BDS ITB Sub-Clause 14.6 (c) shall be quoted in Indian Rupees (INR).</p>						
ITB 19.3	<p>Supplement ITB 19.3 with the following:</p> <p>The Bidder is required to include with its bid, evidence (service agreement in line with clause 2.3.4, EQC, Section-3 of the Bidding Documents) that it will be represented by an Agent in the Purchaser’s country to carry out the post supply servicing requirements.</p>						
ITB 20.1	The bid validity period shall be 180 days.						
ITB 21.1 & 21.2	Bidder shall note that Bid Securing Declaration is not acceptable for the Lots under the subject tender.						
ITB 21.1	<p>Amount of Bid Security:</p> <table border="1"> <thead> <tr> <th>Lot</th> <th>INR</th> <th>USD</th> </tr> </thead> <tbody> <tr> <td>Lot-1</td> <td>1,50,00,000</td> <td>175,000</td> </tr> </tbody> </table>	Lot	INR	USD	Lot-1	1,50,00,000	175,000
Lot	INR	USD					
Lot-1	1,50,00,000	175,000					

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	Lot-2	1,50,00,000	175,000
ITB 21.3	<p>Replace ITB 21.3 with the following:-</p> <p>The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> An unconditional bank guarantee in the name of "Energy Efficiency Services Limited", New Delhi ; or Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited, New Delhi; An irrevocable Letter of Credit in favor of "Energy Efficiency Services Ltd." New Delhi <p>The above instruments shall be obtained from a reputable source from an eligible country.</p> <p>In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for Twenty-Eight days (28) beyond the date of bid validity, or beyond any period of extension if requested under ITB 20.2.</p>		
ITB 21.4	<p>Any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive.</p> <p>However, If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>		
ITB 22.1	<p>Replace the existing clause by the following:</p> <p>The Bidder shall prepare the documents comprising the bid as described in ITB 11 and upload them in the e-Procurement portal in the manner as specified hereunder.</p> <p>In addition, the Bidder shall produce originals of the Tender fee and Bid Security, in the manner specified in the BDS. In the event of any discrepancy between the original and the uploaded documents, the original shall prevail.</p> <p>I) <u>First Envelope:</u></p>		

	<p>1) The soft copy part of the First Envelope consisting of the documents listed in ITB Clause 11 shall be uploaded through the e-Procurement portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.</p> <p>2) The Hard Copy part of the First Envelope consisting of the documents listed in ITB Clause 11, which includes the following:</p> <ul style="list-style-type: none"> (a) Demand Draft (DD) or scan copy of receipt of transfer of amount through RTGS, towards Bidding Document fee of the amount in accordance with clause 6.2(a) of ITB, in separate envelope. (b) Bid Security (in Original) in accordance with clause 21 of ITB, Section-2 in separate envelope (the format is attached as Attachment-2, Section-4: Bidding Forms). (c) Original Joint Venture Agreement (d) Notarized Power of Attorney authoring the signatory of the Bidder to submit the BID (e) Affidavit regarding correctness of information in the Bid (f) Any other document further specified in the BDS. <p>II) <u>Second Envelope:</u></p> <p>The following to be uploaded in soft copy on e-Procurement portal only:</p> <ul style="list-style-type: none"> (i) Second Envelope Bid Form (Letter of Price Bid) as per format given in Section-4: Bidding Forms. (ii) The prices are to be filled in prescribed format in soft copy (in excel format) available on e-Procurement portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at Section-4 of the Bidding document is only for illustration/reference purpose, however, terms and conditions mentioned there in is part of this Bidding Document.
<p>ITB 22.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture.</p> <p>If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.</p>

<p>Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project</p>	<p>Procurement of Goods</p>	<p>Single-Stage: Two-Envelope</p>
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	The written confirmation of authorization to sign on behalf of the Tender shall be uploaded on the e-procurement portal.
ITB 22.2	The Bidder shall submit an acceptable authorization within 7 working days in line with clause ITB 29.2.

D. Submission and Opening of Bids

<p>ITB 23 (sub-clause 23.1, 23.2, 23.3, 23.4, 23.5, 23.6)</p>	<p>Replace the existing clauses by the following:</p> <p>23.1 The Bidder shall submit the bids, through the e-Procurement portal in the manner and including the contents as specified under Cl. ITB 11. Any document submitted through any other means will not be considered as part of the Bid, except for the “Hard Copy” part specified at Cl. ITB 11.1.</p> <p>23.2 All the documents to be submitted in Hard Copy part of Envelope-1, as described at ITB 11.1 which interalia includes Bid Security, DD/RTGS towards Bidding Document Fee, Original Joint Venture Agreement, Notarized Power of Attorney authoring the signatory of the Bidder to submit the bid, Affidavit regarding correctness of information in the Bid, etc. shall be submitted in separate superscribed envelopes as part of Hard copy part of First Envelope. All the envelopes of Hard copy part of Envelope-1 shall also indicate the name and address of the Bidder so that the bid can be returned in case it is declared “late.”</p> <p>23.3 The Hard Copy part shall be addressed to the Purchaser at the address given below, and bear the contract name indicated in the BDS, the Invitation for Bids title and number indicated in the BDS, and the statement “Do Not Open Before [date],” to be completed with the time and date specified in the BDS, pursuant to ITB Sub-Clause 27.1. Address for submission of Hard copy of Documents;</p> <p>Address in Person or by Post: Sh. Alok Mittal, AGM (Contracts) Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA Tel: +91-120-6541600 Ext:215</p> <p>e-mail Address: amittal@eesl.co.in; umohan@eesl.co.in, aniketk@eesl.co.in</p> <p>(a) Bid Title:</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>Procurement of 0.8 Million Smart Meters for State of Bihar under Scaling up Demand – Side Energy Efficiency Sector Project EESL/06/2023-24/ICB/ADB/SM/242501002</p> <p>FIRST ENVELOPE</p> <p>(b)Do not open before 1130 hours (Indian Standard Time) on 11 March 2025. Note: Other important instructions to Bidders related to e-tendering portal are enclosed as Attachment-A to this Section-2</p>
ITB 24.1	<p>Replace the existing clause by the following:</p> <p>Bids must be submitted in the e-Procurement portal no later than the date and time specified hereunder:</p> <p>For <u>Hard copy part of the bid submission</u>, the Purchaser’s address is Attention: Sh. Alok Mittal, AGM (Contracts) Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA Tel: +91-120-6541600 Ext:215</p> <p>e-mail Address: amittal@eesl.co.in; umohan@eesl.co.in, aniketk@eesl.co.in</p> <p>The deadline for <u>Soft copy part of the bid submission</u> is Date: 11 March 2025; Time: 1100 hrs. [e-Procurement portal server Time, which is based on Indian Standard Time (IST)].</p> <p>The deadline for <u>Hard copy part of the bid submission</u> is Date: 11 March 2025; Time: 10:30 hrs. [Indian Standard Time (IST)].</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Procurement portal. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT+5:30 hours.</p> <p>Bid opening date specified in the e-Procurement portal shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement portal https://www.tenderwizard.com/EESL</p> <p>Bid submission and bid opening timelines will be defined as per line e-Procurement portal server clock only.</p>
ITB 24.3	Add the new sub-clause:

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	The Purchaser will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Purchaser's control
ITB 25.1	<p>Replace the existing clause by the following:</p> <p>The e-Procurement portal would not allow any late submission of bids through the portal after due date & time as specified in ITB clause 24. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the bid submission.</p> <p>In case Hard copy part of the bid is received by the Purchaser after the deadline for submission of the same prescribed by the Purchaser pursuant to ITB Clause 24, but the bidder has uploaded the soft copy part of the bid within the respective stipulated deadline, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination.</p>
ITB 26.1 & 26.2	<p>Replace the existing clauses by the following:</p> <p>26.1 A Bidder may withdraw, substitute, or modify its bid on the e-Procurement portal, in accordance with the process defined in the BDS under relevant clause, not later than the date and time specified in the BDS.</p> <p>26.2 The Bidder's modifications, if any, shall be done in the following manner:</p> <p>(i) Modified Electronic form of the bid as per the provision of portal therein.</p> <p>(ii) Soft copy of the entire bid, if any, modification is there.</p> <p>Purchaser will not have access to bids withdrawn in accordance with ITB 26.1</p>
ITB 26.3	<p>Supplement with the following:</p> <p>Modification/Substitution/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.</p>
ITB 27. and its sub-clauses	<p>Replace the existing clauses by the following:</p> <p>Bid Opening First Envelope (Techno-commercial bid):</p> <p>27.1 The Purchaser shall conduct the bid opening in public, in the presence of Bidders' designated representatives (up to 2 persons) who choose to attend, and at the address, date and time below. Bidders can also view the bid opening by logging on to the e-procurement portal. Bid opening date specified in the e-Procurement portal/site shall be taken</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>as the due date. The Purchaser reserves the right to open bids received in response to a tender on or after the bid opening date and time specified in the e-Procurement portal: https://www.tenderwizard.com/EESL</p> <p>The bid opening shall take place at: Address: Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA Tel: +91-120-6541600 Ext:215</p> <p>E-mail address: amittal@eesl.co.in; umohan@eesl.co.in, aniketk@eesl.co.in</p> <p>Kind Attention: Sh. Alok Mittal, AGM (Contracts) Date: 11 March 2025; *Time: 1130hrs. (IST)</p> <p>Bid opening timelines will be defined as per the e-Procurement server clock only</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Price Bids will remain unopened in the e-procurement portal and will remain encrypted, until the specified time of its opening.</p> <p>27.2 The withdrawn bid will not be available in the system. Only the last modified bid shall be available in the system which shall be opened along with other bids. Only bids that are opened at bid opening shall be considered further. If the Price Bid is found to be submitted in Envelope-I, the Purchaser may reject the Bid.</p> <p>27.3 All other Bids, the bidders' names and any such other details as the Purchaser may consider appropriate, will be available through the portal as per Electronic form filled in by the bidder, and will become viewable at the time of opening of bids. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</p> <p>However, opening of bid, whether or not accompanied with the Bidding Document Fee and/or bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-2.</p> <p>27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and the presence or absence of a bid security and Bidding Document Fee. The Bidders' representatives who are present in the office of the Purchaser to</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>witness the bid opening shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents of the record.</p> <p>27.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.</p> <p>The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in the e-Tendering portal.</p> <p>Bid Opening Second Envelope (Price bid):</p> <p>27.6 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 32, 34 and 35. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Purchaser. A negative determination of the bids pursuant to ITB Clause 34 and 35, shall be notified by the Purchaser through the portal to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened and Bid Security shall be returned.</p> <p>27.7 The Purchaser will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders’ representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 27.6 above may view on line tender opening on the portal from their end.</p> <p>27.8 The bidders’ names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form/Template filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section –2 and considered for award of contract as provided in ITB Clause 43.</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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E. Evaluation and Comparison of Bids

ITB 29.1	<p>Add the following at the end of Clause ITB 29.1</p> <p>Tender documents uploaded in the e-Procurement portal shall be considered as legally valid document. The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders. Purchaser may seek additional documentary evidence or clarifications from bidders on their technical proposals</p>
ITB 29.2	<p>Supplement with the following:</p> <p>In case of submission of any illegible / unclear documents related to/identified in ITB Sub-Clause 11.1 (A)- I -(i), (iii), (iv), (v) and ITB Sub-Clause 11.1 (A)-II-(ii), (iii), (v), (vi), (vii), (viii), (ix), (x), (xi),(xii), (xiii) and the complete annual reports together with Audited statement of accounts, required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Purchaser may give the Bidder not more than 7 working days' notice to furnish legible / clear documents and to furnish any clarifications that may be sought by the Purchaser, failing which the bid may be rejected.</p> <p>It is clarified that the Bidders shall not be allowed to furnish / submit any new / additional documents to substantiate their credentials at this stage.</p>
ITB 31.1	<p>Supplement with the following:</p> <p>The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing or not submitted (even after seeking clarification wherever required as per ITB 29.2), the Bid may be rejected.</p> <p>In case of non-submission of bid in the portal (Part of the bid in electronic form i.e. soft copy part) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy in original within the stipulated deadline pursuant to ITB24.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.</p> <p>Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination.</p> <p>However, the Purchaser can seek only those documents through clarifications on bids which are permitted as per clause ITB 29.2 of BDS.</p>

ITB 35.1	<p>Replace the existing clause 35.1 by the following:</p> <p>35.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having substantially responsive bid is eligible and meets the qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.</p> <p>It will be based upon an examination and verification of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Section III, Evaluation and Qualification Criteria to the bid, as well as such other information as the Purchaser deems necessary and appropriate. Further, the Purchaser will also take into account the Bidder's financial, technical capabilities including production capabilities, in particular contract work in hand inter-alia including future commitments and past performance of the bidder.</p> <p>35.1.1 The Purchaser, if needed, may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment may inter-alia include (i) manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (ii) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (iii) details of quality systems in place; (iv) past experience and performance; (v) customer feedback; (vi) Banker's feedback etc.</p> <p>35.1.1.1 During the bid evaluation, no physical contact with the bidder shall take place in respect of the subject tender/packages for the purpose of assessment of capacity & capability, by visiting the Bidder's works/premises etc. The Purchaser may, however, obtain feedback from clients of the bidder by visiting the clients and/or can visit the bidder's bankers for banker's feedback and/or can seek clarification from the bidder as per ITB 29.0.</p> <p>35.1.2 Notwithstanding the declaration by the bidder in the Bid, the Manufacturing Capacity shall be subject to assessment, if any, by the Purchaser.</p> <p>35.1.3 For new bidders, assessment shall be done using similar parameters as mentioned at BDS clauses ITB 35.1.1 above.</p>

<p>ITB 36.1</p>	<p>Add the following Sub Clause 36.1 (d) :</p> <p>36.1 (d) If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the foreign currency portion of the same shall be considered in full on the CIP/CIF price component and the Indian Rupee portion shall be considered in full on the Ex-works price component (by proportionately reducing CIP/CIF/Ex-works price of individual items), in case of award.</p>
<p>ITB 37.1</p>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees.</p> <p>Source of exchange rate: Reference rates as published by Financial Benchmarks India Pvt. Ltd. (FBIL).</p> <p>Date of Exchange Rate: To facilitate evaluation & comparison, the Purchaser will convert all the bid prices, expressed in the various currencies, to Indian Rupees at the exchange rate on the date of bid opening (First Envelope).</p>
<p>ITB 38.1</p>	<p>A Domestic Preference shall apply. The application methodology will be as specified in Section 3 (Evaluation and Qualification Criteria).</p>
<p>ITB 39.4</p>	<p>Supplementing with the following:</p> <p>Bidder may quote for multiple Lots.</p>
<p>ITB 44.1</p>	<p>The maximum percentage by which quantities may be increased is: 15% _____</p> <hr/> <p>The maximum percentage by which quantities may be decreased is: 15% _____</p> <hr/>

<p>Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project</p>	<p>Procurement of Goods</p>	<p>Single-Stage: Two-Envelope</p>
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F. Award of Contract

ITB 48.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: Sh. Vishal Kapoor Title/position: Chief Executive Officer Purchaser: Energy Efficiency Services Ltd E-mail address: ceo@eesl.co.in</p>
ITB 49	<p>Add the following clauses :</p> <p>49.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces.</p> <p>49.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Purchaser reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>49.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his appeal to the Purchaser. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>49.4 The Purchaser reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Purchaser shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>49.5 The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>49.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>49.7 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Section 3. Evaluation and Qualification Criteria

Table of Contents

1.	Technical Evaluation		
1.1	Technical Criteria		Page 2
2.	Qualification Criteria		
2.1	Eligibility		Page 2
2.1.1	Nationality		Page 2
2.1.2	Conflict		Page 2
2.1.3	ADB Eligibility		Page 2
2.1.4	Govt. Owned Enterprises		Page 3
2.1.5	United Nations Eligibility		Page 3
2.2	Historical Contract Nonperformance		Page 4
2.2.1	History of Nonperforming Contracts		Page 4
2.2.2	Suspension Based on Execution of Bid-Security Declaration		Page 4
2.2.3	Pending Litigation		Page 4
2.3	Experience and Technical Capacity		Page 6
2.3.1	Contractual Experience		Page 6
2.3.2	Smart Meter Manufacturing Testing Facilities and Technical Experience		Page 7
2.3.3	Production Capacity		Page 10
2.3.4	Ability to provide warranty/ replacement services in India (for a foreign bidder)		Page 12
2.4	Financial Situation		Page 14
2.4.1	Historical Financial Performance		Page 14
2.4.2	Size of Operation (Average Annual Turnover)		Page 14
2.4.3	Cash Flow Capacity		Page 15
3.	Economic Evaluation		
3.1	Scope		Page 18
3.1.1	Local Handling and Inland Transportation		Page 18
3.1.2	Minor Omissions or Missing Items		Page 18
3.2	Operating and Maintenance Costs		Page 18
3.3	Spare Parts		Page 18
3.4	Performance and Productivity of the Goods		Page 18
3.5	Multiple Lots (Contracts)		Page 19
3.6	Domestic Preference		Page 19

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

1. Technical Evaluation

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section-6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

2. Qualification Criteria

Qualification of bidder will be based on meeting the minimum pass/ fail criteria specified below as demonstrated by the Bidder's responses in the corresponding Bid Schedules.

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

2.1 Eligibility

Criteria	Compliance Requirements				Documents	
	Single Entity	Joint Venture				
Requirement			All Partners Combined	Each Partner	One Partner	Submission Requirements
2.1.1 Nationality						
Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI – 2; Attachment-5 to Section-4	
2.1.2 Conflict of Interest						
No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet	
2.1.3 ADB Eligibility						

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet
2.1.4 Government-Owned Enterprise					
Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI – 2; Attachment-7 to Section-4
2.1.5 United Nations Eligibility					
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Joint Venture				Submission Requirements
	Single Entity	All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 st January 2019	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable	Form CON-1; Attachment-7 to Section-4

^a Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.2.3 Pending Litigation

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form CON-1; Attachment-7 to Section-4

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.3 Experience and Technical Capacity

2.3.1 Contractual Experience

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Smart Meter Manufacturing & Testing Facilities “Successful completion as Original Equipment Manufacturer (OEM) supplier within the last 3 (Three) years (i.e. 36 months) from the originally scheduled date of bid opening as per IFB of cumulative contract values (as indicated in the contract / certificates from utility etc.) of at least 2 contracts each valued at: INR 110 Crore or USD 13 Million equivalent* for each of the Lots (i.e. Lot-1 and Lot-2 respectively); for supply of digital or electronic electricity meter/ electricity meter with automated meter reading/ electricity smart meters.”	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Declaration from the Bidder as per Attachment-7 along with self-signed copy of Letter of Award/Purchase Order/ Contract Agreement/ Performance Certificate issued by Utility (Private / Government); Form EXP – 1 ^a

Note:

- a. * During evaluation, the equivalent amount in INR for another currency, shall be based on the exchange rate at the end of the period reported in audited financial statements of the financial year in which the bidder has completed the work, as per rates published by Financial Benchmarking India Pvt. Ltd. (FBIL)

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.3.2 Smart Meter Manufacturing Testing Facilities and Technical Experience

2.3.2.1 Smart Meter Manufacturing & Testing Facilities:

Criteria	Compliance Requirements				Documents	
	Smart Meter Manufacturing & Testing Facilities	Single Entity	Joint Venture			
			All Partners Combined	Each Partner		One Partner
1.1 The Bidder should be manufacturer of digital or electronic electricity meter/ electricity meter with automated meter reading/ electricity smart meter in the last three (3) years (i.e. 36 months) from the originally scheduled date of bid opening as per IFB.	Must Meet the Requirement	Must Meet the Requirement	Must Meet the Requirement	Not Applicable	Declaration from the Bidder as per Attachment-7 along with self- signed copy of Factory License/Letter of Award/Purchase Order/Contract Agreement/ Certificate regarding operation/performance issued by Utility (Private / Government)	
1.2 Bidder should furnish BIS certificate for IS 16444 (Part I) or equivalent international standards operating on WAN / GPRS communication for smart meter i.e., Single Phase 10-60 Ampere as on the originally scheduled date of bid opening as per IFB.	Must Meet the Requirement	Must Meet the Requirement	Not Applicable	Not Applicable	Valid BIS Certificate	
1.3 Bidder should furnish the approval of GTP (General Technical Parameters) of their single phase electricity smart meter from respective DISCOMs of Bihar State as on the originally scheduled date of bid opening as per IFB.	Must Meet the Requirement	Must Meet the Requirement	Not Applicable	Not Applicable	Valid Certificate from respective DISCOMs.	

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	Submission Requirements
<p>Smart Meter Manufacturing & Testing Facilities</p> <p>1.3 Bidder MUST have internal testing facility for testing of all electrical parameters as specified in the technical specification.</p> <p>Testing facility should be certified by National Accreditation Board for Testing and Calibration Laboratories (NABL) or any other globally accepted International Laboratory Accreditation Cooperation (ILAC) as on the originally scheduled date of Bid Opening.</p> <p>Bidders not having internal/inhouse testing facility shall furnish agreement/documentary evidence(s) of tie-up with external testing and Calibration Laboratories (NABL) accredited laboratory or any other globally accepted International Laboratory Accreditation Cooperation (ILAC) accredited laboratories as on the originally scheduled date of Bid Opening.</p>	Must Meet the Requirement	Must Meet the Requirement	Must Meet the Requirement	Not Applicable	<p>Valid Certificate of NABL or Globally Accepted ILAC certifying the internal testing facility of the bidder</p> <p>OR</p> <p>Bidders not having internal test facility shall furnish documentary evidence(s) of tie-up with external testing and Calibration Laboratories (NABL) accredited laboratory or any other globally accepted International Laboratory Accreditation Cooperation (ILAC) accredited laboratories.</p>

a. 2.3.2.2 Technical Implementation Experience:

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	Submission Requirements
<p>Technical Experience</p> <p>The Bidder must have manufactured, tested and supplied (as OEM), at least following numbers of Energy (kWh) Meters</p>	Must Meet the Requirement	Must Meet the Requirement	Must Meet the Requirement	Not Applicable	<p>Declaration from the Bidder as per Attachment-7 along with self-</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Criteria		Compliance Requirements			Documents
		Single Entity	Joint Venture		Submission Requirements
			All Partners Combined	Each Partner	
with automated Meter Reading (AMR) [@] facility or Smart Meters* for Advanced Metering Infrastructure (AMI)** cumulatively in last three (3) years and these must have been integrated in the system of any Indian or Global Power Utility(ies) and must have been in operation # for at least one (1) year as on the originally scheduled date of Bid Opening.					signed copy of Letter of Award/Purchase Order/Contract Agreement/ Certificate regarding operation/performance issued by Utility (Private / Government); Form EXP – 2
Lots	Number of Energy (kWh) Meters with automated Meter Reading (AMR)[@] facility				
Lot No. 1	300,000				
Lot No. 2	300,000				
Or					
Lots	Number of Smart Meters* for Advanced Metering Infrastructure (AMI)**				
Lot No. 1	100,000				
Lot No. 2	100,000				

Note:

- a. (@): Energy (kWh) Meter with Communication Port
- b. (#): Bidder shall submit certificate issued by Utility / Employer, certifying the operation without any adverse remark
- c. (*): Smart Meters confirming to IS: 16444 (Part-I and/or Part-II) or equivalent International Standard.
- d. (**): AMI means metering infrastructure comprising of Smart Meters, Communication Network and Integration with Control Centre Hardware & Software

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.3.3 Available Manufacturing Capacity:-

Criteria Requirement	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
<p>The Bidder must have[^] its own manufacturing facility(ies) having minimum available manufacturing (production) capacity ^{^^} per month of;</p> <p>A) at least 80,000 nos. of Smart Meters for Lot-1. B) at least 80,000 nos. of Smart Meters for Lot-2.</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	[^] Declaration by the Bidder as per Attachment-7 and Certificate from CA, to be attached as Attachment-10; Form EXP – 3

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Note:

- a) ^ Bidder to submit certificate indicating all types of Smart Meters manufactured by the Bidder along with their individual manufacturing capacity per annum/ month.
For Indian Bidders: Issued by full time practising Chartered Engineer/ Chartered Accountants (CA) with UDIN.
For Foreign Bidder: Issued by Chartered Engineer/ Chartered Accountant (CA) equivalent authority in bidder's country.
- b) ^^ Smart Meters conforming to IS: 16444 (Part I and/or Part II) or equivalent International Standard.
- c) If a Bidder has participated in multiple Lots then he is required to meet the Available Manufacturing Capacity requirement for multiple lots cumulatively. (For example, if a bidder has submitted their bids for Lot-1 & 2, they must have monthly manufacturing capacity of 1,50,000 Smart Meters). d) Bidder should have the Smart Meter manufacturing facility as per IS Standards (for facilities in India) or equivalent standards (for facilities abroad).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.3.4 Ability to provide warranty/ replacement services in India (for a foreign bidder).

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner		One Partner
<p>Bidders who do not have facility in India for manufacturing Smart Meters, should have suitable Service Agreement with competent service provider (refer Note-a below) , so as to provide adequate warranty/ replacement services in India.</p> <p>During the warranty/ replacement services, bidder shall ensure to provide services as per their Manufacturers Standard Quality Plan as submitted by them along with the bid. These services shall be provided in given stipulated supply schedule, mentioned in the documents.</p>	Not Applicable	Must meet requirement	Not applicable	Not Applicable	To establish their compliance to the above said requirement, Bidder is required to submit the copy of referred service agreement initially valid upto the period covering the original warranty period, which may be extended from time to time to cover the actual warranty period, along with their Bid.

Note:

a) Requisite for Service providers in case of Foreigner bidder:

1. The suppliers must have minimum of 3 years experienced executives in same line of business and should have adequate team for monitoring and service to depute to respective states for complain handling and trouble shooting.
2. The suppliers should have the Service Center equipped with necessary tools and personnel for testing and repairing of meters
3. The suppliers should have built-up adequate inventory of components and meters for immediate replacement of meters in case of faulty meter replacement

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

4. The suppliers should have all records pertaining to meters data as well as reports
5. Suppliers should be equipped with latest updates on meters version upgrade etc.
6. If local bidder/supplier fails to comply all the norms, then responsibilities are with sole bidder only in all respect without any financial loss on purchaser.

The Indian manufacturers already have a setup in India and hence this clause is not required for Indian Bidders.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Submission of audited financial statements or any other financial statements as applicable/ required by law of the Bidder's country, acceptable to the Purchaser, for the last three (03) Financial Years (<i>from the originally scheduled date of Bid Opening (as per IFB)</i>) to demonstrate the current soundness of the Bidder's financial position.</p> <p>As a minimum, the Bidder's net worth for the last Financial Year as calculated should be positive.</p>	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Details as per Attachment-7 along with audited Financial Statements/ Annual Reports for relevant Financial Years; Form FIN - 1

For Indian Bidders:

The Bidder shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.

NOTE: In case of Proprietor/ Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

For Foreign bidders:

The bidder shall furnish documentary evidence/ declaration that the balance sheets submitted by them are of immediate last three years as per the law of the country. In case of the date of extension, if any, allowed by the Govt. orders etc. as per the provisions of law, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies/ Statutory Body has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.

2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		
All Partners Combined			Each Partner	One Partner	
Minimum Average Annual Turnover* (MAAT) of the bidder for last three financial years i.e. 36 months should be: a) US\$ 32 Million or INR 272 Crores or equivalent^ for Lot-1 b) US\$ 32 Million or INR 272 Crores or equivalent^ for Lot-2 <i>(*Annual total income as incorporated in the profit and loss account excluding non-recurring income, i.e. sale of fixed assets)</i>	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Details as per Attachment-7 along with audited Financial Statements/ Annual Reports for relevant Financial Years; Form FIN - 2

2.4.3 Cash Flow Capacity

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Bidder shall have cash flow capacity of not less than; a) US\$ 4 Million or INR 34 Crores or equivalent^ each for Lot-1 b) US\$ 4 Million or INR 34 Crores or equivalent^ each for Lot-2	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Details as per Attachment-7 along with audited Financial Statements/ Annual Reports for relevant Financial Years; Form FIN - 3

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Note:

1)

For all Financial Situation Criteria at sl. no. 2.4.1, 2.4.2 and 2.4.3 above:

- i) ^The equivalent amount in INR for another currency, shall be based on the exchange rate at the end of the period reported in audited financial statements, as per rates published by Financial Benchmarking India Pvt. Ltd. (FBIL).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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3. Economic Evaluation

The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

3.1 Scope

Bidder to quote for the complete scope of work for the respective Lot as detailed in Technical Specification.

3.1.1 Local Handling and Inland Transportation:

The bidder under respective Lot, shall quote separately for inland transportation (*including custom clearance & port handling*), insurance and other incidentals for delivery of goods to the destination site. The above costs will be added by the Purchaser to ex-works/CIF/CIP price of the bid. **Bids not complying to this may be rejected.**

3.1.2 Minor Omissions or Missing Items

Pursuant to Sub-clause 33.3 of the Instruction to Bidders, the Cost of all the quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonconformities and omissions for the purpose of ensuring fair comparison of Bids. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.

3.2 Operation and Maintenance (O&M) Costs: O&M cost is not applicable under subject tender, however, Bidder shall provide the replacement Warranty period of 5.5 years (after completion of Delivery of the Goods at final destination/location as informed by the Purchaser) or five (5) years from the date of installation & commissioning, whichever is later, along with operational support post completion of the warranty period for the project duration of up to 10 years. The contingent costs (such as, transportation, insurance etc.) arising out of replacement or refurbishment under warranty period shall be borne by the Supplier(s)

3.3 Spare Parts: If applicable, to be provided as per the provision of Section-6

3.4 Performance and Productivity of the Goods:

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specifications. Goods offered shall have a minimum performance specified in the Technical Specifications to be considered responsive. Bids offering Goods with a performance less than the minimum specified may be rejected.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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3.5 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Price Bids on the basis of Lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser. However, if a Bidder submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to following qualification criteria:

- Average Annual Turnover
- Cash Flow Capacity
- Contractual Experience
- Technical Implementation Experience
- Production Capacity

EESL also reserves the right to assess the capacity of the bidder based on other balance EESL orders in hand, fulfilment track record and assessment of physical production capacity.

EESL reserves the right to decide the sequence of opening of Price Bids based on the response received under the respective Lots.

3.6 DOMESTIC PREFERENCE

3.6.1 The Purchaser shall grant a margin of preference in the evaluation of bids under OCB procedures to bids offering certain goods manufactured in the country of the Purchaser, when compared to bids offering such goods manufactured elsewhere. The nationality of the manufacturer or supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

3.6.2 For comparison, responsive bids shall be classified in one of the following three groups :

Group A : Bids exclusively offering goods manufactured in the country of the Purchaser if the bidder establishes to the satisfaction of the Purchaser and ADB that (i) labor, raw material, and component from within the country of the Purchaser will account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.

Group B: all other bids offering goods manufactured in the country of the Purchaser.

Group C: bids offering goods manufactured abroad that have been already imported or that will be directly imported.

3.6.3 The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on “CIF

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

- Indian Port of Entry” or “CIF Entry Border Point”**, which is exclusive of customs duties and other import taxes already paid or to be paid.
- 3.6.4 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.
- 3.6.5 If as a result of the comparison under paragraph for 3.6.4 above, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid among group A and B after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to 15 percent of the **“CIF Indian Port of Entry” or “CIF Entry Border Point”** bid price. The lowest evaluated bid determined from this last comparison shall be selected.
- 3.7 **Any adjustments in price which result from the above procedures shall be added for the purposes of comparative evaluation only to arrive at an “Evaluated Bid Price”. Bid Prices quoted by Bidders shall remain unaltered.**

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Section 4: Bidding Forms

Table of Forms

Technical Bid Submission Sheet.....	4-2
Country of Origin Declaration Form.....	4-6
Price Bid Submission Sheet.....	4-7
Price Schedule for Goods to Be Offered from Within the Purchaser's Country.....	4-9
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country.....	4-10
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country.....	4-11
Bid Security.....	4-15
Manufacturer's Authorization.....	4-16
Bidder's Qualification.....	4-17
Form ELI – 1: Bidder's Information Sheet.....	4-18
Form ELI - 2: Joint Venture Information Sheet.....	4-19
Form CON - 1: Historical Contract Nonperformance.....	4-20
Form EXP - 1: Contractual Experience.....	4-21
Form EXP - 2: Technical Experience.....	4-22
Form EXP - 3: Production Capacity.....	4-23
Form FIN - 1: Historical Financial Performance.....	4-24
Form FIN - 2: Size of Operation (Average Annual Turnover).....	4-25
Form FIN - 3: Cash Flow Capacity.....	4-26

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Technical Bid Submission Sheet

-- Note --

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
[insert a brief description of the goods and related services]
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____
- (g) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (h) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹

- (i) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation / allegations: _____

- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
- (ii) Court, area of jurisdiction and/or the enforcement agency: _____
- (iii) Resolution [i.e. dismissed; settled; or convicted/duration of penalty]: _____
- (iv) Other relevant details [please specify]: _____

(l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____

(m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

(n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.²

Name of Recipient	Address	Reason	Amount
.....
.....

(o) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m) and (n) of this Technical Bid Submission Sheet.

(p) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].³

(q) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

(r) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to

² If none has been paid or is to be paid, indicate "None".

³ Use one of the two options as appropriate.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin

Price Bid Submission Sheet

-- Note --

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
[insert a brief description of the goods and related services]
- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (f) Our bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days starts from the date fixed for the submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Technical Bid Submission Sheet.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Schedule 1: Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (LOT-1)

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin	Foreign Currency	Quantity	Unit of Measurement	Unit Price CIP Entry Border Point / CIF India Port of Entry	Total Price CIF Entry Border Point / CIF Indian Port of Entry	Custom Duty and Other taxes in INR
1	2	3	4	5	6	7	8 = 5 X 7	9
1	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A		Dollar (\$) / Euro (€) / Yen (¥)	400,000	Nos.			
2	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)		Dollar (\$) / Euro (€) / Yen (¥)	400,000	Nos.			
Total								

Notes:

Column 7: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Schedule 2: Price Schedule for Goods to Be Offered from Within the Purchaser's Country (LOT-1)

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Local Currency	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit of Measurement	Unit Price EXW basis (in INR)	Total EXW Price per Item (Exclusive of GST (IGST / CGST / SGST / UGST) (in INR)	GST (IGST / CGST / SGST / UGST) (in INR)	Total Price Per Item Including GST (IGST / CGST / SGST / UGST) (in INR)
1	2	3	4	5	6	7	8 = 5 X 7	9	10 = 8 + 9
1	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A	INR		400,000	Nos.				
	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)	INR		400,000	Nos.				
Total									

Notes:

Column 4: In accordance with margin of preference ITB 38, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 7: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 9: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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**Schedule 3: Price Schedule for Related Services
to Be Offered
from Outside & Within the Purchaser's Country (LOT-1)**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Local Currency	Quantity	Unit of Measurement	Unit Price	Total Price
1	2	3	4	5	6	7	8 = 5 X 7
1	Inland transportation (within India) including loading, unloading, transfer to Site, insurance, custom clearance, port charges and other costs incidental to delivery (Specs attached in the tender)			400,000	Nos.		
						Total Amount	Total Amount

Notes:

Columns 7: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Schedule 1: Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (LOT-2)

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Foreign Currency	Quantity	Unit of Measurement	Unit Price CIP Entry Border Point / CIF India Port of Entry	Total Price CIF Entry Border Point / CIF Indian Port of Entry	Custom Duty and Other taxes in INR
1	2	3	4	5	6	7	8 = 5 X 7	9
1	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A		Dollar (\$) / Euro (€) / Yen (¥)	400,000	Nos.			
2	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)		Dollar (\$) / Euro (€) / Yen (¥)	400,000	Nos.			
Total								

Notes:

Column 7: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

Schedule 2: Price Schedule for Goods to Be Offered from Within the Purchaser's Country (LOT-2)

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Local Currency	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit of Measurement	Unit Price EXW basis (in INR)	Total EXW Price per Item (Exclusive of GST (IGST / CGST / SGST / UGST) (in INR)	GST (IGST / CGST / SGST / UGST) (in INR)	Total Price Per Item Including GST (IGST / CGST / SGST / UGST) (in INR)
1	2	3	4	5	6	7	8 = 5 X 7	9	10 = 8 + 9
1	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A	INR		400,000	Nos.				
	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)	INR		400,000	Nos.				
Total									

Notes:

Column 4: In accordance with margin of preference ITB 38, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 7: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 9: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid for and on behalf of _____

Date

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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**Schedule 3: Price Schedule for Related Services
to Be Offered
from Outside & Within the Purchaser's Country (Lot-2)**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Local Currency	Quantity	Unit of Measurement	Unit Price	Total Price
1	2	3	4	5	6	7	8 = 5 X 7
1	Inland transportation (within India) including loading, unloading, transfer to Site, insurance, custom clearance, port charges and other costs incidental to delivery (Specs attached in the tender)			400,000	Nos.		
						Total Amount	Total Amount

Notes:

Columns 7: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*⁴

Beneficiary: *[insert name and address of the Purchaser]*

Date: *[insert date (as day, month, and year)]*

Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* *[insert amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or the Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Manufacturer's Authorization

Date: *[insert date (as day, month, and year) of bid submission]*

OCB No.: *[insert number of bidding process]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 			

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project

Procurement of Goods

Single-Stage: Two-Envelope

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies
Names	Joint Venture Partner's legal name		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 			

Form CON – 1: Historical Contract Nonperformance

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]
Table 2: Pending Litigation and Arbitration			
Choose one of the following: <input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Purchaser" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Form EXP - 2: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least years.	
(ii) Product (or equipment) has been sold a minimum of units of similar type and specification over the last three (3) years.	
(iii) Product has been in operation for a minimum of years.	

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ___ years, as indicated above, complying with the following conditions:
- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - 2) Historical financial statements must be audited by a certified accountant.
 - 3) Historical financial statements must be complete, including all notes to the financial statements.
 - 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital and lines of credit available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (To be taken from FIN-1)	
2	Lines of Credit ^a	
	TOTAL available Cashflow Capacity	

^a To be substantiated by a letter from the Bank issuing the Line of Credit

- Note -

This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Section 5: Eligible Countries

The project is co-financed by CTF and hence universal procurement is applicable.
Please visit [About ADB | Asian Development Bank](#)

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Section 6 - Schedule of Supply

Contents

1. List of Goods and Related Services	6-2
2. Delivery and Completion Schedule.....	6-2
3. Technical Specifications	6-4

List of Goods and Related Services

S.No	Item Name	Unit	Estimated Quantity (in Nos)
A	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A	Numbers	800,000 – 2 lots of 400,000 each
B	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)	Numbers	800,000- 2 lots of 400,000 each

Lot size is defined as follows:

Lot.	Tentative States/ Places	Estimated Quantity of Smart Meters	Estimated Quantity of Smart Meter Boxes
Lot No. 1	Bihar (North)	400,000 nos. (Single Phase: 400,000 Nos.)	400,000 nos. (Single Phase: 400,000 Nos.)
Lot No. 2	Bihar (South)	400,000 nos. (Single Phase: 400,000 Nos.)	400,000 nos. (Single Phase: 400,000 Nos.)
Total		800,000 Nos.	800,000 Nos

EESL reserves the right to reduce / increase the quantities in the BOQ up to 15%. Prices as per LOA shall be applicable for the revised quantity within the limits of variation specified.

Scope: Designing, Engineering, Manufacturing, Testing, Inspection, Packing, Supply, Transportation & Insurance (till delivery at site), transit storage delivery to project site (locations shall be intimated later), unloading, handling of single-phase along with meter box.

EESL reserves the option to ask the Bidder for additional warranty at the end of 5.5 years for meters supplied by them at mutually agreed price, terms and conditions.

Delivery and Completion Schedule

Delivery and Completion Schedule shall be as per Delivery Instruction issued to Supplier from time to time .. Such Delivery Instruction(s) shall be issued to the Supplier within a period of 8 months from the date of issuance of Notification of Award. Hence cumulative delivery period and completion schedule for supply will be 9 months

The supplier has to ensure Delivery of Goods at Site, as per the terms and conditions of the Contract, within 30 days from the date of placement of Delivery Instruction. The same shall be considered for the purpose of Liquidated Damages.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Monthly delivery schedule shall be kept up to 20% of total awarded quantity for the contract. However, based on the requirement this can be increased on mutual agreement basis while finalizing the detailed master network (MNW)/Supply Plan.

Each Delivery Instruction (*the format of which is attached at Section- 9 (Forms)*) shall contain its separate Delivery Schedule and details of Goods based on actual requirement.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Technical Specification and Scope of Supplies/Work

Smart metering and Smart Grid development in India is driven primarily through the National Smart Grid Mission (NSGM) which was established to plan and monitor the implementation of policies and programs related to Smart Grid activities in India. There are over 14 smart grid pilots in various stages of implementation across the country which is being monitored by NSGM.

In September 2016, the Central Electricity Authority (CEA) released a report on strategy for roll out of smart meters by state/union territories. In August 2015, BIS published the new smart meter standards “IS 16444: AC Static direct connected watt-hour smart meter- Class 1 and 2 specifications”, was revised and published as IS 15959: Part 2- Smart meter in March 2016.

With the pilots and standards in place the stage has been set to scale up the roll-out of smart meters in India.

Objective of the Project

The Central government has identified smart meters as one of the lynchpins on which the IT infrastructure would be utilized. To meet this objective, Energy Efficiency Services Limited (EESL) seeks to procure smart meters by aggregating the demand from various states and disseminating them to the respective distribution utility.

EESL's ESCO led approach (BOOT Model): The ESCO business model for the project overall includes the following:

- i) Implementation of AMI solution (Smart Meters, Communication, HES, Analytics, Cyber security, MDM and associated integration, Back End requirements, O&M during project period)
- ii) Set up require backend hardware and integration of AMI meters to the AMI system and also to the legacy system of the utilities
- iii) Create a sustainable impact by increasing utility revenues. Hence, some of the priority focus areas are increasing the billing efficiency, increase in customer satisfaction etc.

1. SCOPE OF SUPPLIES / WORK& PROJECT EXECUTION

1.1 Project Scope

EESL intends to procure 0.8 million (8,00,000) smart electricity meters operating on GPRS communications suitable for **4G with fallback on 2G** for deployment in the State of Bihar. The communication module should be capable enough to communicate, switching and interoperable with multiple Telecom Service Providers (TSPs).

The scope of the bidder(s) shall include **Designing, Engineering, Manufacturing, Testing, Inspection, Packing, Supply, Transportation & Insurance (till delivery at site), transit storage delivery to project site (locations shall be intimated later), unloading, handling of single-phase along with meter box. The smart meters shall have the replacement warranty period of 5.5 years (after supply) along with operational support post completion of the warranty period for the project duration of up to 10 years from the end of warranty period. The contingent costs (such as, transportation, insurance etc.) arising out of replacement or refurbishment under warranty period shall be borne by bidder(s).**

The operational support shall include update of firmware, retrieving of reads data from faulty meters, technical inputs as an when required by Discom for supplied meters to ensure the functionality of meters.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

However during the operational support period, replacement / repair of smart meters shall not be included for the meters that are out of warranty, which shall be decided on mutually agreed terms with supplier.

The destinations indicated are tentative and may change within the state or as per requirement during project implementation. The same will be intimated later.

The functionality and specification of these smart meters (unless otherwise mentioned in this document) need to be in accordance with the following standards and/or regulations with latest amendments:

- a) IS 16444 (Part 1): a.c. Static Direct Connected Watthour Smart Meter Class 1 and 2 – Specification (as attached in **ANNEX-B**)
- b) IS 16444 (Part 2): a.c. Static Transformer Operated Watthour and Var-Hour Smart Meters, Class 0.2S, 0.5S and 1.0S (as attached in **ANNEX-B**)
- c) CEA Regulations on “Installation and Operation of Meters’, 2006 to be read in conjunction with amendments dated 04 June 2010, 26 November 2014, 23 Dec 2019 and 28 Feb 2022
- d) Smart meter specifications as mentioned in CEA Guidelines on “Functional Requirements of Advanced Metering Infrastructure (AMI) in India” issued in August 2016 (as attached in ANNEX-C). The bidder(s) shall adhere to the clauses related to smart meter functionality and specification as per IS 16444 Part 1 and Part 2 with all latest amendments.

Note: Clarifications under CEA guidelines are as follows:

1. Under CEA Guideline, Page 143 of 209, Supply of In Home Display (IHD): Supply of In-Home Display (IHD) is not included in this tender.
2. Under CEA Guidelines, Page 143 of 209, Testing as per 35 KV high voltage discharge up to 35 KV: The Meter shall be immune under external magnetic influences as per CBIP 325. Meter shall be tested for high voltage discharge (Spark) up to 35 KV as per CBIP 325. This test shall be mandatory.
3. Under CEA Guidelines, Page 141 of 209, Synchronisation of RTC: As per IS 16444/ IS 15884 The clock day/date setting and synchronization shall only be possible through password/Key code command from both the following methods:
 - From remote server through suitable communication network;
 - Hand Held Unit (HHU) or Meter testing work bench and this shall need password enabling for meter.

This is to clarify that the successful bidder(s) owns the responsibility for meters to comply with all the requirements captured in the above-mentioned standards and/or regulations. It is assumed that bidder(s) submitting its response to this tender is prepared to comply with the above-mentioned standards / regulations. The smart meters should be type tested as per IS: 16444 (Part 1 and Part 2) at a National Accreditation Board for Testing and Calibration Laboratories (NABL)-accredited laboratory or any International Laboratory Accreditation Cooperation (ILAC) accredited laboratories in the world as on the original date of submission of Bid. The type test report(s) for quoted smart meter should be submitted along with Bid. In case the bidder(s) fails to comply with these requirements, its Bid shall be rejected. This condition needs to be mandatorily agreed by the bidder(s).

The desired functional and technical specifications of smart meters have been mentioned in the subsequent sections of this document. However, the intent is not to specify and capture all the aspects of design and installation associated with smart meters mentioned herein. It shall be the obligation of bidder(s) that all the systems, sub-systems and equipment's/devices shall conform in all respect to high standards of

engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

LRCF Functionality:

Meter should support onsite reconnection with manual intervention thorough LRCF.

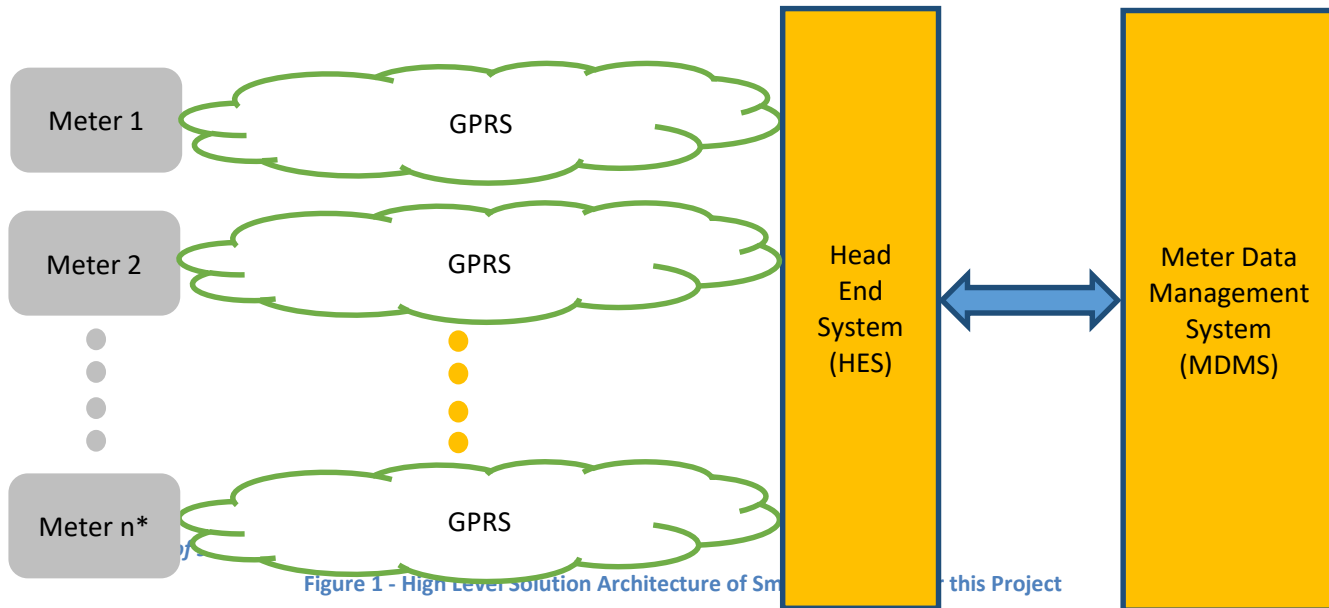
Consumer can use local reconnection function (LRCF) on the meter. Relay will connect and consumer can use electricity for next 72 hours from LRCF facility. If LRCF not used relay will be in disconnected mode (After Disconnection applied)

Above shall also be ensured by bidder(s) during the warranty period for refurbishment /Replacement of defective meters without any additional cost to EESL.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

2.1 High Level Solution Architecture and Technical Specification

EESL on behalf of Utilities /DISCOMs in participating states intend to deploy smart meters in their service areas as per the high-level solution architecture (cloud based) depicted in Figure 1. The smart meters supplied by the bidder(s) shall communicate with the Head End System (HES) using GPRS communications module operating in the frequency bands allocated by Government of India. The communications module shall be of pluggable-type and shall be capable of servicing **4G/ with fallback on 2G** technology compliant with IPv6 or the future technology/communication can be enabled either to upgrade the pluggable type of communication module or replacing the compatible SIM.



2.2 Smart Meter Functionalities

The smart meters shall have the following functionalities:

- a) Remote meter data reading at configurable intervals(push/pull)
- b) Time of ToU/ToD metering
- c) Pre-paid functionality
- d) Net Metering/Billing
- e) Alarm/Event detection, notification and reporting
- f) Remote load limiter and connection/ disconnection at defined/on demand conditions
- g) Remote firmware upgrade
- h) Display to be configured as per IS16444 part 1 in pre-paid mode
- i) Meter should be ultrasonic welded in all 4 sides and should have break to open provision
- j) Meter should pass through water injection test in case water is injected through push button or any other parts

2.3 Integration requirements with implementation partner(s) of existing/ subsequent tender of other components of AMI

AMI typically comprises of three key components, namely, meters, communications and information technology. In order to service the complete AMI solution, roll-out EESL issue the tenders as described below.

Given the roll-out volume, the selected smart meter winning bidder(s) may need to work with multiple communication provider(s) / System Integrator(s) and vice-versa. Implementation partner(s) of this tender need to seamlessly integrate with the communication(s)/ system integrator(s) selected in the subsequent tenders with following integration requirements:

- a) Implementation Partner(s) must share the meter security keys, all level encryption, password information along with asset information in a format (to be specified by system integrator/after system integrator is appointed) with the system integrator so that during AMI business flows the device and data can be authenticated all the time.
- b) Implementation Partner(s) must share the details of meter communication specifically programmed protocols.
- c) Implementation Partner (s) must share the meter interface touch points for external applications/ systems.
- d) Implementation Partner(s) must share the required APIs including but not limited to reading APIs, configuration APIs and Functional APIs with the System Integrator for execution of business flows. (Installation, reading, configuration).
- e) Implementation Partner(s) must share the data storage and retrieval details.
- f) Implementation Partner(s) must share the warranty information of all AMI meters to the system integrator for asset management purpose.
- g) Implementation Partner(s) must configure the devices to be upgraded remotely (OTA) as and when it is required in case of feature request or fault correction.
- h) Implementation Partner(s) must follow and conduct Utility's sample and periodic test program, including (but not limited to) the selection of a sample population of meters, sharing of sample test results as reported by the meter testing systems with the system Integrator.
- i) Implementation Partner(s) must share the information related to communication module for the authorisation purpose at system integrator end.
- j) Meters manufacturers shall extend all necessary support to system integrators for meter integration including but not limited to sharing of meter factory file, Meter configuration tool, Security Keys, data model etc. in the format / process decided by System Integrator during the Project implementation period and 2 sets of each type of meter to each HES solution.
- k) The Data Model for each type of Meter shall be approved by EESL before commencement of Supplies.
- l) Meter suppliers to provide 2 sets of each type of meter to each HES solution.
- m) The supplier shall also facilitate System Integrator for SIM insertion at their works as may be required by SI (s) at no cost.
- n) Each Meter supplier shall provide following on each supplies of 4000 meters at no cost.
 - o USB Optical CMRI Cables for O&M work
 - o Mobile Application which should have features of Smart Meter reading, firmware upgrade, configuration, RTC etc.
 - o Annual License Fee Renewal (License) till the end of built-up and O&M phase of the project (tentatively 8 years)
 - o Any other requirements to cater the above
 - o Note: Any faults in above stated items should be fixed within 2 weeks by the bidder (s)

during project execution

- o) The arrangements shall be provided for proper sealing of the meter cover and Meter Box so that access to the working parts shall not be possible without breaking the seal. The sealing arrangement and number of seals shall be as per relevant IS/requirement of utility. The Meter Supplier Shall supply minimum 5 nos seal per meter and additional required seals (as per EESL/respective DISCOM/respective Utility) including Hologram Seals for Meter and Meter Box. EESL/DISCOM /Utility will not be providing any seal for this project.
- p) In case of replacement of defective meters, the scope of bidder(s) shall additionally include but not limited to maintain the different serial number (other than originally supplied), retrieval of meter reading in faulty meter, required sealing as well as requisite inspection as per the DISCOM process.
- q) Meter should be capable enough to search the network at a particular location during the installation and display the notification for the same/signal strength. Also, meter should resister the log of network availability.
- r) The contingent costs (such as transportation, insurance etc.) arising out of replacement or refurbishment of meters under warranty period shall be borne by bidder(s).
- s) The incidental costs (such as installation etc.) in the replacement or refurbishment of meters due to manufacturing defects under warranty period shall be borne by bidder(s).
- t) Bidder(s) shall ensure implementation of any change in government directives in reference to meter technology/certification/ standards/approvals without any financial implication on EESL

2.4 Meter Service Level Agreement (SLA)

- a) The Bidder(s) shall ensure that all information security aspects are exercised tested, implemented and where necessary enhanced not diluted at any point of time.
- b) Meter shall record precisely all the incidences and metering parameters required as per specifications.

The SLA for meters is mentioned in Table 3.

Table 3– SLA for Meters

Note: The SLA for meter manufacturer is contingent upon EESL providing appropriate network for communication as well as system integration. Penalties on not adhering to SLA will be subject to EESL making available proper communication network connectivity and system integration. For instance, if out of the total number of meters supplied in a particular month, x% of them are not able to function properly due to lack of communication network or system integration, penalties on meter manufacturers will not apply on these x% of meters supplied.

S. No.	Defined Parameter	Service requirement	Level	Validation Procedure	Performance Liquidated Damage
1	Meter Failure Rate: Failure is defined as any occurrence when the equipment is not functioning per design specification.	Less than 0.5% failure rate per annum for all kind of energy meter over the required guarantee period.		Identification of defective meters in the backend system	0.5%-1.5%: 2% penalty on the Total Warranty period charges on yearly basis 1.5%– 3%: 5% penalty on the Total Warranty period charges on yearly basis Beyond 3%: 10% penalty on the Total Warranty period charges on yearly basis
2	Non-returnable buffer Stock: sufficient stock of meter shall be ensured by the meter manufacturers for warrantee replacement of faulty meters within 24 hours.	0.5% of supplied energy meters		Availability of buffer meter stock in warehouse	Below 0.5%: 10% penalty on the buffer meter cost equivalent (i.e. 0.5% of supplied energy meters) each day
3	Replacement of faulty Meters: faulty meter to be replaced (under warranty only) by the bidder(s) and refurbishment of faulty meters.	Three weeks for 100% replacement/ refurbishment of faulty meters.		Intimation to Meter manufacturer	3 weeks to 4 weeks: 2% penalty on the Total Warranty period charges of the faulty meters 4 weeks to 5 weeks: 5% penalty on the Total Warranty period charges of the faulty

				meters Above 5 weeks: 10% penalty on the Total Warranty period charges of the faulty meters and hold of full amount of total cost of defective meters
4	Firmware support: Meter manufacturer shall provide respective firmware in case of a malfunctioning or a feature request at no extra cost to EESL/utility (The proposed firmware update will be deployed after successful UAT of the same)	100% within 30 days	Date of written request by System Integrator/EESL	30 days to 45 days: 2% penalty on the Total Warranty period charges on yearly basis Beyond 45 days: 5% penalty on the Total Warranty period charges on yearly basis

Note: - The warranty charges will be 2% of total BOQ item price which is meter and meter box cost
*The difference of any loss to EESL and above penalties shall also be passed on to bidder (s) on account of above parameters.

2.5 Quality Control / Inspection by EESL

- i) The implementing partner shall be wholly responsible for the quality and performance of the supplied smart meters as per the tendered technical specifications.
- ii) EESL reserves the right to visit the manufacturing site or the supply chain for quality inspection at any time. EESL at its discretion shall order the type testing of random samples from an independent third-party NABL/ILAC-accredited testing laboratory for which the cost of 3 such tests shall be borne by the implementation partner(s) (excluding the first type test). The cost of additional nos. of tests shall be borne by EESL. The meter box shall also be subject to appropriate tests to ensure compliance towards tendered specification.
- iii) All types of tests like BIS, Prototype, Type Test etc testing cost to be borne by Manufacturer. The cost pertaining to FAT on site inspection before the dispatch of meters are to be borne by EESL/Client. The Manufacturer/ Supplier will not bear any cost regarding or related to travels for FAT testing.
- iv) After testing, if the smart meter is found not matching the specifications at given test parameters, EESL at its discretion may order for cancellation of complete order or cancellation of the complete lot of product. The complete loss shall be to the account of the supplier.
- v) The items will be supplied in proper packing (as per relevant IS, if any) to avoid any damage during transit, storage and delivery. The implementation partner shall be responsible to transport and insure the smart meters till their delivery at project site (locations shall be intimated later).
- vi) Inspection / Checking / Testing:

i. Inspection

All materials/equipment manufactured by the implementation partner against the Letter of Award (LOA) shall be subject to inspection, check and/or test by the EESL or its

authorized representative at all stages and place, before, during and after the manufacture.

If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the supplier for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, repacking charges, any other costs, etc. shall be to the account of the implementation partner.

All tests shall be carried out as per IS 16444, and the implementation partner shall submit the relevant test reports.

II. Tests

The implementation partner needs to get the samples for the first lot to be type-tested under EESL supervision at an NABL/ILAC-accredited Third Party Laboratory. The samples for such tests would be identified by EESL and cost of the sample and shipping shall be borne by the implementation partner(s).

During the tender duration, EESL at implementation partner(s) cost shall conduct additional type tests at NABL-accredited (implementation partner(s)-owned/third party) laboratory to maintain check on the supplied product. The random sample for such tests would be identified by EESL and can be from the manufacturing/supply chain/ customer facility.

III. Pre-dispatch Tests

Pre-dispatch Tests: The implementation partner(s) shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender/LOA requirements. EESL reserves the right to conduct Third Party Inspection to assess acceptability of each lot at its own cost. Only those batches meeting compliance & cleared by EESL Engineer In-Charge (EIC) shall be dispatched by the implementation partner(s).

2.6 Documentation along with supply of smart meters

The bidder(s) shall provide the following documents (both hard copy and soft copy) to EESL/ System Integrator/ Utility for reference:

- a) Manual / Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides, Approved GTP sheets, Manufacturer standard quality plan.
- b) Certificates: Meter Warranty, Insurance, NABL/ILAC meter test, type test reports, BIS certificate

The above-mentioned documents shall be provided in the word format to provide flexibility for customization, if required.

2.7 Risk Mitigation

The implementing partner(s) is expected to work with project managers from communication/ system integrator/ utilities in the participating states for immediately resolving the following risks (non-exhaustive indicative list):

- a) Inability to read meters
- b) Poor network communication performance
- c) Delay in information provided by the utility
- d) Project scope creep
- e) Unavailability of internal and external resources

- f) Rectification of meter faults as per agreed SLAs

2.8 Specific Exclusions (to be covered under separate tender)

The following are excluded from this project:

- a) Installation and commissioning of smart meters
- b) Installation of Head End System (HES)
- c) Installation of Meter Data Management System (MDMS)
- d) Integration of HES and MDMS

2.9 Roles and Responsibilities of Stakeholders

The success of the AMI solution would require synergistic action from all key stakeholders. While EESL and DISCOM shall have a set of binding Service level Agreements (SLAs) commitments to adhere to there would be additional expected roles and responsibilities of key entities involved as mentioned below *inter-alia*.

2.10 Utility/DISCOM

- a) DISCOM shall provide database of consumers and assets as well as periodic updation information.
- b) DISCOM has the license for distributor of electricity in the project area, and is responsible for the supply, distribution and sale of electricity, operations and maintenance of the electrical Metering in these areas.
- c) DISCOM shall sign an Agreement with EESL to implement AMI in the project area.
- d) DISCOM shall work in close coordination with EESL and fulfil its obligations under the Agreement with EESL.
- e) DISCOM shall participate in the periodic review meetings as per the project governance structure, and shall support with the required interventions requested. DISCOM shall assign competent manpower to the Project Team. DISCOM shall cooperate with bidder(s) for the timely implementation of the AMI; and for its successful operation during the project period.
- f) Support EESL to execute a successful consumer awareness campaign in the project area.

2.11 EESL (ESCO)

Note: EESL to carry out the SLAs may act through winning bidder(s) as necessary.

- a) EESL shall open a warehouse for each project location so that the meters can be stored in that warehouse.
- b) To provide effective redressal to the Consumer grievances and Complaints related to AMI in accordance with the Electricity Laws.
- c) Undertake necessary installations for new connections / Replacement of defective Meters to ensure that supply of electricity is provided to the owner or occupier of any premises upon the receipt of application requiring such supply in accordance with the Electricity Supply Code, 2004 as in force from time to time.
- d) To ensure the safety of the Smart meters and related other equipment.
- e) To define a process to maintain rolling stock of meters and other necessary materials to meet the necessary standards of performance as per the orders and regulations of SERC.
- f) To select System Integrator through a transparent public procurement method.
- g) During the implementation of the project, EESL shall establish a governance mechanism to ensure that the execution progress is as planned.

2.11.1 Customer

- a) The consumer shall allow access to System Integrator to install Smart meter at his/her premises/ pre-defined place.
- b) The consumer shall lodge its complaint to the consumer grievance cell of DISCOM and DISCOM will forward all complaints to EESL related to AMI.

2.11.2 State Electricity Regulator / State Government

- a) Issue the required enabling regulation/ guidelines related to the AMI project implementation in DISCOM jurisdiction under EESL initiative.

2.11.3 Representatives of Implementation Partners(s)

- a) The representatives of bidder(s) shall be responsible for interacting with EESL and identified utilities for coordinating in case of meter replacement, issue handling etc.
- b) The Project Director shall be based out of EESL office (location shall be intimated later) and shall be the single point of contact for the identified utilities and EESL
- c) The Project Managers shall be based out of utility office (location shall be intimated later)
- d) The field persons shall be based out of utility office (location shall be intimated later)

These officers are responsible for smooth coordination of the entire project. These officers shall be required to travel to field locations as and when required. These officers shall liaison with other stakeholders such as system integrators, communication service providers etc. to ensure seamless implementation of the project.

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3.0 BILL OF QUANTITY

Table 2 - Bill of Quantity

The bill of quantity for each lot is given here under:

S.No	Item Name	Unit	Estimated Quantity – Lot 1 (in Nos)	Estimated Quantity – Lot 2 (in Nos)
A	Single Phase Whole Current Smart Meters (including GPRS communications module) as per IS 16444 Part 1 with accuracy class 1 and current rating of 10-60A	Numbers	400,000	400,000
B	Meter Box for Single Whole Phase Smart Meters (Inclusive of All Necessary Accessories (including of requisite nos of seals as required etc)) (Specs attached in the tender)	Numbers	400,000	400,000

Lot size is defined as follows:

Lot.	Tentative States/ Places	Estimated Quantity of Smart Meters	Estimated Quantity of Smart Meter Boxes
Lot No. 1	Bihar (North)	400,000 nos. (Single Phase: 400,000 Nos.)	400,000 nos. (Single Phase: 400,000 Nos.)
Lot No. 2	Bihar (South)	400,000 nos. (Single Phase: 400,000 Nos.)	400,000 nos. (Single Phase: 400,000 Nos.)
Total		800,000 Nos.	800,000 Nos.

EESL reserves the right to reduce / increase the quantities in the BOQ up to 15%. Prices as per LOA shall be applicable for the revised quantity within the limits of variation specified.

The bidder may quote for as many lots as it is able to cumulatively meet the eligibility requirements for.

Other Provisions

- 1. INTERCHANGEABILITY OF PRODUCT:** The successful bidder is to submit interchangeability certificate for its product/components supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period, then the improved version of product can be used in warranty/maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost & terms and conditions.
- 2. ADHERENCE TO SPECIFICATIONS:** If subsequent to the LoA, if it is found that the materials supplied are not of the right quality or not in accordance with the specifications or received in damaged or broken

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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conditions, not satisfactory owing to any reason of which the Purchaser shall be the sole judge, the Purchaser shall be entitled to reject the materials, cancel the contract and buy its requirement from the open market / other sources and recover the loss, if any, from the bidder(s) while reserving the right to forfeit the security deposit, furnished by the bidder(s) for the contract. The bidder(s) shall make its own arrangements to remove the rejected material within a fortnight of instruction to do so.

Thereafter the material shall lie at the Purchaser's site entirely at the bidder's risk and responsibility and storage charges, along with any other charges applicable, shall be recoverable from the bidder(s) .

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Schedule

Lot.	Tentative States/ Places	Total meters to be supplied in 9 months	Delivery Location
Lot No. 1	Bihar (North)	400,000 nos.	Bidder shall be fully liable to execute the works at Locations across Bihar State of India as mentioned in table.
Lot No. 2	Bihar (South)	400,000 nos.	
Total		800,000 Nos.	

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Technical Specifications

Technical Specifications for Polycarbonate Meter Cover Box for Single Phase Meters

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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6.1 SCOPE:

This specification covers the technical requirements of design, manufacture, testing at manufacturer's works, packing, forwarding, supply and unloading at store/site and performance of single phase meter box intended to contain one number single phase whole current energy meter complete with all accessories for trouble free and efficient operation.

6.2 APPLICABLE STANDARDS: -

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest edition of the following Indian/International standards and shall conform to the regulations of the local statutory authorities.

a)	IS: 14772-2000	General requirements for enclosures for accessories for household and similar fixed electrical installations- specifications.
b)	IS: 11731(Part-II) -1992	Methods of test for determination of Flammability of solid electrical insulating material when exposed to an igniting source.
c)	IS 4249-1967	Specification for classification and method of test for non- ignitable and self-extinguishing properties of solid electrical insulating materials.
d)	IS 5133(Part II)-1969	Specification for boxes for the enclosure of electrical accessories.
e)	IS 2500(Part 1)-2000	Sampling procedure for inspection by attributes part-1 sampling schemes indexed by acceptance quality limit (AQL) for lot by lot inspection.
f)	UL 746-C	Polymeric Materials in Electrical equipment.

6.3 CLIMATIC CONDITIONS OF THE INSTALLATION:

1.	Max. ambient air temperature	60 ⁰ C
2.	Min. ambient air temperature	(-) ⁰ 5 C
3.	Average Daily Max. ambient temperature	40 ⁰ C
4.	Max. yearly weighted average ambient temperature	32 ⁰ C
5.	Max. altitude above mean sea level	1000 m
6.	Minimum Relative Humidity (%age)	26
7.	Max. Relative Humidity (%age)	95
8.	Avg. No. of Rainy days/year	120
9.	Avg. annual rainfall	900 mm
10.	Maximum wind pressure	195 kg/m ²

The atmosphere is generally laden with mild acid and dust particles suspended during dry months and subjected to fog in cold months. The design of the equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1g.

6.4 GENERAL TECHNICAL REQUIREMENTS:

Sl. No	DESCRIPTION	REQUIREMENT
1	Application	Outdoor
2	Degree of protection	IP 55
3	Flammability requirement	FVo
4	Grade of material	Polycarbonate with fire retardant, Self-Extinguishing, UV stabilized and anti-oxidation

		properties.
5	Material a) Base: b) Cover:	The meter box (base and Cover) shall be made of polycarbonate material which complies following properties; Meter box shall be weather proof, capable to withstanding temperatures of boiling water for 5 minutes continuously without distortion or softening. It shall withstanding Glow wire test at 6500C as per IS : 14772. Polycarbonate Lexan 943 A or equivalent Grade with dark grey color. Polycarbonate Lexan 943 A or equivalent Grade with Transparent configuration.
6	Material of the gasket	Rubber gasket
7	Material withstand temperature.	125 Deg C \pm 2 Deg C

6.5 GENERAL CONSTRUCTIONS:

- 5.1** The meter box shall be weather proof, tamper proof and shall be made of Injection moulded polycarbonate material with self-extinguishing, UV stabilized, recyclable and Anti oxidation properties. The box shall be of adequate strength, unbreakable and shall be made in two pieces (base and cover). The base shall be dark grey color whereas the cover shall be completely transparent.

The meter Box shall have roof tapering down to both the sides for easy flow of rainwater.

The thickness of the box shall not be less than 3mm on the load bearing side and other sides, door and roof shall not be less than 2.5 mm.

The box shall be designed in such a way that there should be the following clearances between the meter and the Meter box:

Between Sides of the meter body and meter box – 30 mm minimum (excluding the flanges on the meter body for sealing screws.)

Between the lower edge of the terminal block and the Meter box – 70 mm Minimum

Between the back of the meter and the meter box base – 10 mm Minimum

Between the top of the meter and the meter box cover – 20 mm Minimum

The meter box shall have a taper roof for easy flow of rain water and shall have degree of protection IP 55 for affording protection against dust & water.

- 5.2** The meter base supports inside the box should have adequate strong enough molded supports within the block to avoid damage during tightening of screws and raised by about 10 mm in the box for ease of wiring. While fixing, the meter screws should not protrude outside.

- 5.3** The design of the meter box shall be such that it may facilitate easy wiring and access to the meter terminals. Nylon gland of internal diameter of approx. 20 mm shall be provided for I/C and O/G cables of size 2C x 16 sq. mm or as approved by the EESL.

- 5.4** The box cover shall be fixed to the base through two number hinges (approx length 30 - 60 mm). The arrangement for hinges shall be provided on the side of the base and shall be such that it may avoid unauthorized access to inside of the box. Hinges should be outside and enclosed by polycarbonate material and once the box is closed and sealed, hinges should not be approachable. Box cover shall be openable by more than 90 degrees.

- 5.5** For holding and sealing the box, two U-shaped latches shall be provided. The latch shall be GI

sheet with minimum thickness 2 mm, to secure it with the base of the box.. The latch shall be provided along with suitable clamp assembly in base as well as cover, such that these are fully covered by the latch after closing. The clamp along with the latch shall have a sealing hole such as to provide a through sealing arrangement in the assembly.

- 5.6** For fixing the box to flat wall or wooden board 4Nos. holes (2Nos.key holes at top) of minimum 6 mm dia. shall be provided at the four corners of the meter box. For fixing of Box on flat wall, 4 Nos. 5mm diameter 40mm long pan head self- tapping screws and washers shall be provided by the supplier with every Box. 4 Nos. plastic fixing plugs of 50mm length suitable for self-tapping screws shall also be provided (Fixing clamp and accessories for pole mounting/ wall mounting, shall be in the scope of Agency, who shall be installing the meters in the field based on the actual site conditions & pole sizes. These are not to be supplied with the boxes).
- 5.7** Push button arrangement shall be required on the cover of the box to operate the meter display push button from outside the meter box to read the meter display parameters without opening the meter box cover.
- 5.8** A provision in form of depression should be provided on the meter box cover to download the meter data from the meter using the CMRI probe without opening the meter box cover. This shall be provided in such a way that the optical probe of the CMRI cable can be placed on top of the meter box cover in a suitable depression in the meter box cover which is aligned suitably with the meter optical port. Also the meter box cover shall have provision of sealing this depression. The depression so provided should be covered so that there is no physical access to the meter optical port while using this depression.
- 5.9** Suitable rubber gasket of round shape all around the cover along its periphery shall be provided for protection.
- 5.10** After closing and sealing the meter box, it should not be possible to allow entry of any sharp object even forcefully inside the box without breaking base/cover. Suitable overlapping (approx 10 mm) shall be provided between base and cover to avoid access to the meter or its accessories inside the meter box by any means after sealing the box.
- 5.11** The tolerance permissible in overall dimension of MCB shall be +/- 2%.

6.6 NAME PLATE AND MARKING:

The equipment shall be provided with durable and legible name plate, effectively secured against its removal under any circumstances, so far as possible. Name plate shall be embossed with "PO/ Work Order No with date", "NAME OF DISCOM". The name plate shall be indelibly and distinctly marked with all essential particulars as per the relevant standards along with the following information:

- a) Manufacturer's name
- b) Serial number
- c) Month and Year of manufacture

6.7 Tests: All routine acceptance & type tests shall be carried out in accordance with the relevant IS/IEC. All routine & acceptance tests shall be witnessed by the EESL/DISCOMs authorized representative(s) at the Purchaser's cost.. All the components shall also be type tested as per the relevant standards. Following tests shall be necessarily conducted on the meter box in addition to others as specified in IS/IEC standards.

6.8 Type test:

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Sr. No.	Test/Standard	Requirement
1.	Protection against electric shock (IS:14772 -2000)	Enclosure shall be so designed that when it is mounted for normal use, the live parts of any correctly installed accessories or any parts of these accessories which may become live due to a fault shall not be accessible.
2.	Resistance to ageing, humid conditions, Ingress of solid objects and to harmful ingress of water (IS:14772 -2000)	Resistance to Ageing: Enclosure shall be kept in a heating cabinet with temp 70 ± 2 C° for 7 days as per IS. After completion of the test, the enclosure shall not show any cracks. Humid conditions: Enclosure shall be kept in a cabinet with humidity between 91 to 95 % for 7 days as per IS. After completion of the test, enclosure shall not show any damage. Resistance against ingress of solid objects and to harmful ingress of water: Enclosure shall be subjected to test for degree of protection (IP 55) as per IS 12063.
3.	Mechanical strength/Impact Resistance Test (IS:14772 2000)/(UL:746C)	The sample shall be subjected to Impact resistance test as per the respective standards and shall not show occurrence of any of the following: 1. Making uninsulated live parts accessible to contact. 2. Producing a condition that might affect the mechanical performance of the enclosure. 3. Producing a condition that would increase the likelihood of an electric shock.
4.	Resistance to heat /Ball Pressure Test (IS:14772 -2000)	The test shall be made on one sample in a heating cabinet at a temp of 125 ± 2 °C as per IS. After completion of test , the diameter of the impression caused by the ball shall be measured and should not exceed 2 mm.
5.	Resistance to Abnormal heat and fire/ Glow wire test (IS: 14772-2000)	Parts of insulating materials which might be exposed to thermal stresses due to electric effects shall not be affected by abnormal heat and by fire. The compliance shall be checked by means of the glow wire test performed at 650°C, according to IS 11000 (Part 2/section 1) with no flame and glowing.
6.	Resistance to Tracking (IS 14772-2000)	The sample when tested as per clause no 17 of IS: 14772, shall show no flashover after completion.
7.	Flammability test (IS:11731(Part II) 1986)/U L:94)	The sample shall comply to flammability requirements of category FVO/ Vo as per respective standards.
8.	Test for self-extinguishing Property (IS:4249-1967)	The sample when tested as per clause 3.5.1 of IS 4249 shall comply to the specified requirements.
9.	Test for water absorption (IS:5133 (Part-II)-1969)	The sample shall be heated to a temperature of 50 ± 3 °C for 24 hours, as per IS and after completion, the water content absorbed should not be more than 1%.

10.	UV Light Exposure (UL-746C)	<p>The sample when exposed to UV light as per the defined test method, shall comply to the following</p> <p>a) Physical Properties: The average value of physical properties after the UV light exposure shall not be lower than 70% of its initial value (without UV aging) i.e. the variation shall not be more than 30%.</p> <p>b) Flammability Test: After the UV light exposure, the flammability requirement of FVO shall remain unchanged.</p> <p>c) Flexural Strength: After the UV light exposure, Flexural strength shall not be lower than 70% of its initial value (without UV aging) i.e. the variation shall not be more than 30%.</p>
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6.9 Routine tests:

1. Marking
2. Visual Examination and Dimensions
3. Protection against electric shock

6.10 Acceptance tests:

1. Marking
2. Visual Examination and Dimensions
3. Protection against electric shock
4. Mechanical strength/Impact Resistance Test
5. Resistance to Abnormal heat and fire / Glow wire test
6. Flammability test

6.11 PACKING:

Bidder shall ensure that all the equipment's covered under this specification shall be prepared for rail/road transport in a manner so as to protect the equipment's from damage in transit.

6.12 GUARANTEED TECHNICAL PARTICULARS:

No.	Particulars	Unit	Requirement	Bidders to confirm
1	Application		Outdoor	
2	Degree of protection		IP 55	
3	Flammability requirement		FVo	
4	Grade of Material		Polycarbonate with fire retardant, Self-Extinguishing, UV Stabilized and anti-oxidation properties.	
5	Material a) Base b) Cover		a) Base : Polycarbonate Lexan 943 A or equivalent Grade with dark grey colour b) Cover : Polycarbonate Lexan 943 A or equivalent Grade transparent	
6	Thickness of box a) Base & Cover	Mm	Base : 3mm Cover 2.5 mm	
7	Material of the gasket		Rubber Gasket	
8	Material withstand temperature	°C	125°C	
10	Construction features of the box			
a)	Clearance from Meter surface : (minimum) Left , Right side : 30 mm Bottom : 70 mm Front & back : 10 mm Top : 20 mm			
b)	Display Push button operating arrangement at cover of the box			
d)	Sealing arrangement (with latch)		2 Nos.	
e)	Hinges		2 Nos.	
f)	Colour of Meter Box (Base & Cover)		Base : Dark Grey Cover : Transparent	
g)				
h)	No. of holes for fixing the meter box		4 Nos.	
	Total no. of fixing screws to be provided		4 Nos.	
i)	Overlapping length between base & cover	Mm	Approx. 10 mm	
j)	Incoming & outgoing cable holes		2 Nos. to be provided	
k)	Weight of complete box in Kg. with +/- tolerance		Please confirm	
l)	Whether recyclable material		Please confirm	

Section 7: General Conditions of Contract

Table of Clauses

1.	Definitions	7-2
2.	Contract Documents	7-3
3.	Fraud and Corruption	7-3
4.	Interpretation.....	7-6
5.	Language.....	7-7
6.	Joint Venture.....	7-7
7.	Eligibility.....	7-7
8.	Notices.....	7-7
9.	Governing Law	7-7
10.	Settlement of Disputes	7-7
11.	Scope of Supply	7-7
12.	Delivery.....	7-8
13.	Supplier's Responsibilities.....	7-8
14.	Purchaser's Responsibilities.....	7-8
15.	Contract Price.....	7-8
16.	Terms of Payment	7-8
17.	Taxes and Duties.....	7-8
18.	Performance Security	7-9
19.	Copyright	7-9
20.	Confidential Information.....	7-9
21.	Subcontracting.....	7-10
22.	Specifications and Standards	7-10
23.	Packing and Documents.....	7-11
24.	Insurance.....	7-11
25.	Transportation.....	7-11
26.	Inspections and Tests.....	7-11
27.	Liquidated Damages.....	7-12
28.	Warranty	7-12
29.	Patent Indemnity.....	7-13
30.	Limitation of Liability	7-14
31.	Change in Laws and Regulations.....	7-14
32.	Force Majeure.....	7-14
33.	Change Orders and Contract Amendments	7-15
34.	Extensions of Time	7-15
35.	Termination.....	7-16
36.	Assignment.....	7-17
37.	Respectful Work Environment.....	7-17

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
 - (h) "GCC" means the General Conditions of Contract.
 - (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (m) "SCC" means the Special Conditions of Contract.
 - (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) "ADB" is the Asian Development Bank.

(q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].

3.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

<p>Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project</p>	<p>Procurement of Goods</p>	<p>Single-Stage: Two-Envelope</p>
---	------------------------------------	--

- (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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performance and to have them audited by auditors appointed by ADB.

- 3.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.5 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.
- 3.6 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid,

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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have been given or received in connection with the procurement process or in the contract execution.²

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

² The undertaking also applies during the period of performance of the contract.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture**
- 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

- 11. Scope of Supply**
 - 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
 - 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
 - 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier’s Responsibilities**
 - 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser’s Responsibilities**
 - 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
 - 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
 - 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
 - 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
 - 16.1 The Contract Price shall be paid as specified in the SCC.
 - 16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
 - 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
 - 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

- 17. Taxes and Duties**
 - 17.1 For goods supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country.
 - 17.2 For goods supplied from within the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
 - 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
 - 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
 - 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
 - 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
 - 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
 - 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
 - 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
 - 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser’s country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses

<p>Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project</p>	<p>Procurement of Goods</p>	<p>Single-Stage: Two-Envelope</p>
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incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

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

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination**35.1 Termination for Default**

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Respectful Work Environment

- 37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: India									
GCC 1.1(k)	The Purchaser is: Energy Efficiency Services Limited, New Delhi (hereinafter referred to as "EESL")									
GCC 1.1 (l)	<p>Replace the definitions in GCC Clause 1.1 (l) by the following:</p> <p>"Related Services" means the services incidental to the supply of Goods, such as type tests, freight, insurance and other similar obligations of the Supplier under the Contract."</p>									
GCC 1.1 (q)	<p>The Site for different Lots is as per the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 60%;">Site</th> <th style="width: 30%;">Estimated Number of Smart Meter</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>At Specified Location (<i>refer Note below</i>) within the State of Bihar (North)</td> <td>400,000 nos.</td> </tr> <tr> <td>Lot 2</td> <td>At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)</td> <td>400,000 nos.</td> </tr> </tbody> </table> <p><i>Note: Tentative location of Supplies (Towns):</i></p> <p style="margin-left: 40px;"><i>a. For Bihar:</i></p> <p style="margin-left: 80px;"><i>North bihar: PATNA, Aurangabad, Sasaram, Arrah Buxar, Dehri On Sone, Munger, Jehanabad, Bhabua, Gaya, Nawada, Jammui, Bhagalpur, Lakhisarai, Seikhpura, Nalanda</i></p> <p style="margin-left: 80px;"><i>South Bihar: Katihar, Purnea, Kishanganj, Araria, Saharsa, Hajipur, Madhepura, Supaul, Darbhanga, Madhubani, Siwan, Saran</i></p> <p style="margin-left: 40px;"><i>The complete address of the Location for delivery of Goods shall be intimated by the Purchaser during execution of the Contract. However, the Specified Location as mentioned above may be liable to change to any location within the State/Utility without any additional financial implication to EESL. Accordingly, Bidders are required to consider the same while preparing their Bids.</i></p>	Lot	Site	Estimated Number of Smart Meter	Lot 1	At Specified Location (<i>refer Note below</i>) within the State of Bihar (North)	400,000 nos.	Lot 2	At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)	400,000 nos.
Lot	Site	Estimated Number of Smart Meter								
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Lot 2	At Specified Location (<i>refer Note below</i>) within the State of Bihar (South)	400,000 nos.								
GCC 4.2 (b)	The version of Incoterms shall be: INCOTERMS 2020									
GCC 5.1	The language shall be: English Language for translation of supporting documents and printed literature is: English									
GCC 8.1	For Notices , the Purchaser's address shall be:									

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>Sh. Manoj Kumar Modi, Head (Growth) Energy Efficiency Services Ltd., IKON Tower, 2nd Floor, Plot No. 24C, Sector 16A, Filmcity, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, INDIA e-mail Address: mmodi@eesl.co.in</p>
GCC 9.1	The governing law shall be: "The Laws of India"
GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be as follows:</p> <p><u>For a contract with a Foreign Supplier:</u> In case of dispute between the Purchaser and a foreign supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center.</p> <p>Place of Arbitration: SINGAPORE</p> <p><u>For a contract with a Local Supplier</u> In case of a dispute between the Purchaser and the Local Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India Place of arbitration: NEW DELHI, INDIA</p>
GCC 11.1	The Scope of Supply shall be defined in: Section 6 Schedule of Supply
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>A. Documents for equipment shipped from outside the Purchaser's country</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall send the following documents to the Purchaser with a copy to the Insurance company:</p> <p>(i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price and separately FCA price for equipment, insurance, and transportation fees;</p> <p>(ii) Two (2) packets (including one (1) original and (1) copy) of bill of lading with note "freight is paid" and indicating paid;</p> <p>(iii) A Packing List</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>(iv) Manufacturer's or Supplier's warranty certificate</p> <p>(v) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;</p> <p>(vi) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Purchaser's representative, as appropriate;</p> <p>(vii) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin;</p> <p>The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies) of the pre-shipment inspection reports. Pre-dispatch Inspection will be done at OEM premises only and the EESL / EESL authorized representative cost will be borne by EESL / EESL authorized representative.</p> <p>The above documents must be received by the Purchaser at least one (1) week before the arrival of goods at the port of entry or place of arrival and if not accomplished, the Supplier shall be liable for any associated costs.</p> <p>B. Documents for equipment shipped from the Purchaser's country as per Incoterm EXW</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall also immediately send the following documents to the Purchaser with a copy to the Insurance company:</p> <p>(i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price;</p> <p>(ii) Two (2) packets (including one (1) original and (1) copy) of railroad bill of lading with note "freight is paid" ;</p> <p>(iii) Three (3) packets (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;</p> <p>(iv) Manufacturer's or Supplier's warranty certificate</p> <p>(v) Three (3) packets (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Owner's representative, as appropriate;</p>
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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	<p>(vi) Three (3) packets (including one (1) original and two (2) copies of the Certificate of Origin;</p> <p>The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies of the pre-shipment inspection reports. Pre-dispatch Inspection will be done at OEM premises only and the EESL / EESL authorized representative cost will be borne by EESL / EESL authorized representative.</p> <p>The above documents must be received by the Purchaser before the arrival of goods and if not accomplished, the Supplier shall be liable for any associated costs.</p>						
GCC 15.2	The price adjustment shall not be applicable.						
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <table border="1" data-bbox="391 751 1401 1858"> <thead> <tr> <th data-bbox="391 751 565 821">Payment Milestone</th> <th data-bbox="565 751 1057 821">Payment Terms</th> <th data-bbox="1057 751 1401 821">Conditions</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 821 565 1858">Supply/ Installation/ warranty Phase</td> <td data-bbox="565 821 1057 1858"> <p>1. Payment of 100% of Invoice value along with 100% applicable taxes for the quantities delivered at Site / warehouse shall be made subject to following:</p> <p>a) All the invoices for the material delivered in a particular month shall be submitted to EESL at the end of that particular month. Payment shall be made only once for all the invoices submitted in that particular month.</p> <p>b) Submission of original supply Invoices/Bills duly verified/certified by EESL Engineer In Charge (EIC) or authorised representative along with proof of delivery and operational acceptance by EIC or authorised representative;</p> <p>c) Submission of Performance Security as per relevant Clause.</p> <p>d) Submission and acceptance of</p> </td> <td data-bbox="1057 821 1401 1858"> <p>Payment shall be released within 60 days after receipt of original Tax invoices submitted in at the end of respective month at EESL for the supplies delivered, with receipt acknowledged, signed and stamped by EESL authorized representative at designated project location.</p> </td> </tr> </tbody> </table>	Payment Milestone	Payment Terms	Conditions	Supply/ Installation/ warranty Phase	<p>1. Payment of 100% of Invoice value along with 100% applicable taxes for the quantities delivered at Site / warehouse shall be made subject to following:</p> <p>a) All the invoices for the material delivered in a particular month shall be submitted to EESL at the end of that particular month. Payment shall be made only once for all the invoices submitted in that particular month.</p> <p>b) Submission of original supply Invoices/Bills duly verified/certified by EESL Engineer In Charge (EIC) or authorised representative along with proof of delivery and operational acceptance by EIC or authorised representative;</p> <p>c) Submission of Performance Security as per relevant Clause.</p> <p>d) Submission and acceptance of</p>	<p>Payment shall be released within 60 days after receipt of original Tax invoices submitted in at the end of respective month at EESL for the supplies delivered, with receipt acknowledged, signed and stamped by EESL authorized representative at designated project location.</p>
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		<p>DLMS Compliance Matrix, APIs, Data Exchange information and Configuration Diagram, Test Procedures and Type test reports.</p> <p>e) PDI report and Material Delivery Clearance Certificate (MDCC)</p> <p>f) Against the submission of BG of 30% of eligible payments in a month (Invoices submitted to EESL at the end of respective month) for supply and commissioning valid upto 6 months post delivery + 3 months claim period. In case of delays in integration and commissioning for the reasons not attributable to the Supplier, then this 30% BG shall be released as per the same terms (06 months post delivery + 03 months claim period) after Delivery of Goods at Site provided that no major hardware failure was reported.</p> <p>g) Against submission of additional BG of 10% of contract value against warranty valid for the period of supply + 5.5 years warranty + 3 months claim period. This BG shall be released as follows:</p> <table border="1" data-bbox="662 1367 956 1713"> <thead> <tr> <th>Year of warranty completion</th> <th>% of BG to be released</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2%</td> </tr> <tr> <td>2</td> <td>2%</td> </tr> <tr> <td>3</td> <td>2%</td> </tr> <tr> <td>4</td> <td>2%</td> </tr> <tr> <td>5</td> <td>2%</td> </tr> </tbody> </table>	Year of warranty completion	% of BG to be released	1	2%	2	2%	3	2%	4	2%	5	2%	
Year of warranty completion	% of BG to be released														
1	2%														
2	2%														
3	2%														
4	2%														
5	2%														

	<p>Note:</p> <ol style="list-style-type: none"> 1. The Supplier shall provide the following document at the time of invoicing: <ol style="list-style-type: none"> i. Delivery Challan ii. Goods Receipt Note (GRN) iii. Batch Inspection Report iv. Copy of Transit Insurance 2. All documents to be duly certified by the EIC/representative, and by End User/Customer Representative 3. Interest shall not be paid on the Bank Guarantee submitted by the Supplier and amount withheld. <p><u>Other terms and conditions related to payment terms:</u></p> <ol style="list-style-type: none"> 1. At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country, Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any. 2. One invoice shall be submitted to EESL for payment, once in a month only. This criteria for payment processing shall not apply to smart meters supplies for POC quantity. 3. Payment will be made to the Supplier no later than 60 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of award duly accepted & certified by EIC, EESL. <p>If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of the Contract, counting of 60 days due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of Contract have been fulfilled.</p> <p>As detailed above, payments are to be made in 60 days after receiving all the documents in hard copy in EESL office along with loading of all the invoices in EESL BTS (Bill Tracking System). Hence, the payment process in EESL will be considered as zero date as and when the complete documents received from OEM. However, in case the Vendor has duly followed the payment procedure enumerated above and the Purchaser fails to make any payment within 60 days, the Purchaser shall pay to the Vendor interest on the amount of such delayed payment for the period of delay (excluding 60 days as above) at the interest rate as under:</p> <ol style="list-style-type: none"> (i) For payment to be made in INR, the State Bank of India six month MCLR rates.
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

	<p>(ii) For payments to be made in foreign currency, the Secured Overnight Financing Rate (SOFR)</p> <p>4. For Schedule 3 of Price bid table, payment shall be made in INR only.</p> <p>5. Supplier(s) needs to ensure completion of all works as per project plan before submitting the invoice. This includes supply of required Hardware and acceptance from the concern officer.</p> <p>6. The release of payments shall be progressive and performance/output-based as per the given Payment Schedule, where the payments shall be made for measured deliverables and outputs on acceptance by EESL.</p> <p>7. EESL reserves the right, at its sole discretion to stagger the delivery of meters and any such action will be discussed with Supplier. Supplier shall be informed of the same in writing. Liquidated Damages related to delivery of meter will not be imposed if cause of such delay is not in bidders control or the delay is due to EESL request for staggered delivery. The liquidated damages recovered shall be adjusted in the subsequent payment and no interest shall be paid on this amount.</p> <p>8. All payments to be made directly to the Supplier shall be made by the Purchaser though electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.</p>
<p>GCC 16.4</p>	<p><i>The currencies of payment shall be the currencies in which the bid of the successful bidder is expressed.</i></p>
<p>GCC 18.1</p>	<p><u>Performance Security (PS):</u></p> <p>10% PS shall be submitted by the Supplier/Contractor within 28 days of Award of contract. The bidder(s) shall furnish Performance Security (PS) along with SFMS confirmation, wherever applicable, in the form of a Bank Guarantee (BG) of value equaling to 10% of the total Contract value as specified above. The Bank Guarantee must be valid to cover 9 months + Warrantee Period (5.5 Years) + Three Months Claim Period.</p> <p>In case where PS has been called for more than 3 years then vendor can submit PS in two parts, first for 3 Years + claim period and balance PBG will be submitted to contracts department prior to six months of expiry of previous PS. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then EESL can impose the penalty and forfeit the Bank Guarantee. In case of submission of new PS, following para may be added in the new PS to maintain continuity:</p> <p><i>“We undertake to pay you, upon your first written demand (at any time during entire duration of the contract including Contract period prior to issuance of this Bank Guarantee) under the Contract, without cavil or argument, any sum</i></p>

	<p><i>or sums within the limits as mentioned aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.”</i></p> <p>The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks in accordance with GCC Clause 18.3 below. In case of international bidder(s), the Performance Security BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international bidder(s) in accordance with GCC Clause 18.3 below. The International Bidders are also required to enclose with their Performance Security BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the bidder(s) to comply with the requirements of Tender condition/NOA shall constitute enough grounds for the annulment of the award and forfeiture of the Performance Security.</p> <p>The PS shall be released after completion of all contractual obligations including warranty obligations. This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">BG advising message – IFN 760COV / IFN 767COV via SFMS</th> </tr> <tr> <th style="width: 30%;">Field Number</th> <th>Particulars (to be mentioned in Row 1)</th> </tr> <tr> <td style="text-align: center;">7037</td> <td style="text-align: center;">EESL543840944</td> </tr> </table> <p><i>Note: Successful Bidder shall not be allowed to start the work prior to submission of Performance Security.</i></p>	BG advising message – IFN 760COV / IFN 767COV via SFMS		Field Number	Particulars (to be mentioned in Row 1)	7037	EESL543840944
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Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

GCC 18.3	<p>Supplementing with the following:</p> <p>The forms of acceptable Performance Security are:</p> <p>A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad acceptable to the Purchaser in the form provided in Section 9, Contract Forms.</p> <p>The Performance Security is to be provided by the successful Supplier in the form of a bank guarantee which should be issued either:</p> <p>(a) by a reputable local bank, including a scheduled Indian Bank, which is acceptable to the purchaser.</p> <p>(b) By a foreign bank located outside the Purchaser's country, confirmed by a reputable correspondent bank located in the country of the Purchaser, which is acceptable to the Purchaser.</p>
GCC 18.4	<p>Supplementing with the following:</p> <p>Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and warranty obligation as specified in Section 6. Warranty period shall be as per GCC 28.3.</p>
GCC 23.2	<p>Supplementing with the following:</p> <p>The packing, marking and documentation within and outside the packages shall be as under:</p> <p>Packing should be "Seaworthy".</p> <p>Marking on the box shall indicate the nature of item as "Fragile".</p> <p>Transit documentation accompanying the material shall include Packing List, Delivery Challan, Invoice, E-way Bill, Lorry Receipt, Transit Insurance Document, Guarantee/Warranty Certificate etc. and any other document as specified in the bidding document or as considered necessary by the Bidder for transportation.</p>
GCC 24.1	<p>Supplementing with the following:</p> <p>The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the CIF/ CIP/ Ex-Works price of the Goods till Goods are delivered at final specified location (Warehouse/Site, as applicable) in line with the provision of the Contract. The said insurance must also include War Risks and Strikes.</p>
GCC 25.1	<p>Supplementing GCC 25.1 with the following:</p>

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

	<p>Obligations for transportation of the Goods shall be in accordance with Incoterms 2020.</p> <p>The Supplier is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.</p>
GCC 27.1	<p>Supplement GCC 27.1 with the following:</p> <p>The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) of the Contract Price (plus applicable GST payable thereon) per week and part thereof.</p> <p>The maximum amount of liquidated damages shall be: 10% (Ten percent) of the Contract Price (plus applicable GST payable thereon).</p>
GCC 28. 3	<p>Replace the existing clause by the following:</p> <p>The smart meters shall have the replacement Warranty period of 5.5 years after completion of Delivery of the Goods at final destination/location as informed by the Purchaser OR five (5) years from the date of installation & commissioning, whichever is later.</p>
GCC 28.5	<p>Supplementing with the following:</p> <p>The Supplier shall correct any defects covered by the Warranty within 15 days of being notified by the Purchaser of the occurrence of such defects.</p>
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price
GCC 33.2.1	<p>Add following sub-clause as GCC 33.2.1:</p> <p>The Purchase reserves the right to increase or decrease upto 15% fifteen percent only) of the item wise quantity of Goods and Services specified without any change in unit price. If such increase or decrease in quantity of Goods & Services causes adjustment in Delivery and Completion Schedule, an equitable adjustment shall be made in the Schedule</p>
GCC 35.1 (a)(i)	Add the words "and to perform Related Services" between the words "Goods" and "within" in line 2 of clause GCC 35.1 (a) (i).

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

Section 9: Contract Forms

Table of Forms

Notice of Intention for Award of Contract	9-4
Notification of Award	9-3
Contract Agreement	9-4
Performance Security	9-6
Advance Payment Security	9-7

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 42.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*¹
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Supply; and
 - (h) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary:[Name and address of the Purchaser]

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

² Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458 except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the Purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

-- Note to Bidder --

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

FORM OF 'DELIVERY INSTRUCTION (DI)'

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
---	----------------------	----------------------------

FORM OF 'DELIVERY INSTRUCTION (DI)' 'FOR SUPPLY OF GOODS AND SERVICES'

Ref. No. :

Date :

.....(*insert Supplier's Name & Address*).....

.....

.....

.....

Attn : Mr.....

Sub. : Delivery Instruction (DI) No..... for Supply of Goods and Services under Contract for (*insert name of the Package*) Specification No.: Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

- 1.1 Notification of Award ref no.:..... dated
- 1.2 Contract Agreement ref no. :.....signed on..... along with Amendment/Errata dated.....(if any).
- 1.3 Earlier Delivery Instruction (DI) as follow:
- a) First DI ref no.....dated..... for Supply of Goods and Services i.e.(*insert name, quantity and price for such Goods and Services*).....
- b) Second DI ref no.....dated..... for Supply of Goods and Services i.e.(*insert name, quantity and price for such Goods and Services*).....
- c)
- (*modify suitably based on requirement*)

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
--	-----------------------------	-----------------------------------

PAGE 2 OF 2

2.0 You are requested to Supply Goods and Services as per details mentioned below:

No.	SI.	Details of Goods	Quantity	Unit Price (in INR)	Total Price (in INR)
A.		CIP/CIF/Ex- Price Component			
B.		Inland/Local Transportation, In-transit Insurance, Loading, Unloading Charges and other related services			
Total					

3.0 The delivery schedule for the Supply of Goods and Services shall be construed from the date of issue of this Delivery Instruction for all contractual purposes as per below:

Commencement of Delivery (Ex-works)	Completion of delivery (Site)	Approx. rate of supply
The supplier has to ensure Delivery of Goods at site within 30 days from the date of placement of Delivery Instruction.	30 days from the date of Delivery Instruction	Monthly delivery schedule shall be kept upto 15% of total awarded quantity for each contract. However, based on the requirement this can be increased on mutual agreement basis while finalizing the detailed master network (MNW)/Supply plan.

4.0 This Delivery Instruction is integral part of the Contract Agreement and comes into force with effect from the date of issuance.

5.0 This Delivery Instruction is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of
(Name of the Purchaser).....
 (Authorised Signatory)

Procurement of 0.8 Million Smart Meters for Bihar under Scaling up Demand – Side Energy Efficiency Sector Project	Procurement of Goods	Single-Stage: Two-Envelope
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