



BSES YAMUNA POWER LIMITED (BYPL)
NIT NO CMC/BY/22-23/RS/SKS/SS/77

Sr. No.	Section	Page No.	Clause No.	Existing Clause	Amendment
1	Section 1	22	3	Clause 4.2 above and as computed as per the provisions of Clause 4.2.6 of this section are still maintained.	Corrected As Clause 4.2 and 4.2.6 to be read as Clause 3 of Section 1
2	Section 5	89	10. Liquidated Damages	<p>8.1 Liquidated Damage for delay in Completion Due to any delay for reasons attributable to the contractor/vendor in the completion of the work/supplies as per agreed schedule under this contract, the vendor shall be liable to pay to Purchaser Liquidated Damage and not as penalty, a sum at the rate of 0.5 % (Half Percent) of the Contract Price per each week of delay or part thereof by which delay has occurred, subject to maximum of 5 % of the Contract Price.</p> <p>8.2 The total amount for delay under the contract will be subject to a maximum of ten percent (5%) of the total contract value.</p> <p>8.3 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bank guarantee or file a claim against the supplier.</p>	<p>Amended As</p> <p>10. Liquidated Damages BYPL shall without prejudice to all its other remedies under the Contract, deduct from the amount due to be paid, as liquidated damages, 50% of AMISP Service Charge for each delayed meter for each completed month of delay for a maximum period of 12 (twelve) months.</p> <p><i><For example, in case AMISP delays installation of say 100 similar type of meters by say 5.5 months out of a total meter installation of 1000 meters assuming AMISP Service Charges as Rs. 50 /meter/month for such meter. Liquidated Damages would be worked as $5*50*100*50%= Rs.12,500$. Maximum Liquidated Damages that can be deducted in case of delay of say 13 months is limited to 12 months i.e., $12*50*100*50%= Rs. 30,000$. Further, Liquidated Damages will be levied as per the delay of Goods i.e., if 80 meters are implemented after 5 months of delay and rest 20 meters are implemented after 12 months of delay, then LD would be $5*80*50*50%+12*20*50*50% = Rs. 16,000$. In the event more than one type of meter are delayed, the LD would be calculated for each category of the meter on basis of their respective AMISP Service</i></p>



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					Charge>
3	Section 1	27	3	Option 3: However, meters procured for this tender from this particular meter manufacturer/ supplier.	Added As Option3 : However, meters procured for this tender from this particular meter manufacturer/ supplier, shall be limited to [25%] of the total meters proposed to be implemented as part of this Tender.
4	Section 1	32	4.3	<ul style="list-style-type: none">• Notwithstanding anything stated above, BYPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.• Note: Any bidder and Consortium members from countries sharing a	Duplicate content removed



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				<p>land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.</p>	
5	Section 1	35	6. Award Decision	Sequence No. of sub clauses	<p>Corrected As</p> <p>The Sequence No. given under Clause 6 (Award Decision) – sub clauses 4.1,4.2,4.3 & 4.4 to be read as 6.1,6.2,6.3 & 6.4</p>



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6	Section 6	249	19. Project Implementation Schedule	BYPL shall endeavor to provide 20% of contiguous electrical locations cleared each quarter and complete area within 18(eighteen) months from date of execution of the Contract.	Deleted
7	Section 6	241	16.7.1 Operational Go Live	b) Installation & integration of [5%] or [25,000] of two makes Smart Meters with two different communication technology (RF/Cellular/PLC) of the respective project as per the definition of Go-Live/ UAT specified therein whichever is less (along with its related hardware and software equipment)	Amended As b) Installation & integration of [5%] or [25,000] Smart Meters of the respective project as per the definition of Go-Live/ UAT specified therein whichever is less (along with its related hardware and software equipment)
8	Section 6	233	16. Tests, Inspections and Management of the Quality Assurance / Quality Control Program	-	Added As 16.2.4 FAT (Factory Acceptance Test) as per document attached



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9	Section 8	588	Form 22: Commercial Terms and Conditions	-	Amended As Updated Form 22 Attached
10	Section 3	62	30 : Termination of Contract	30.1 BYPL may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving 30 days written notice to AMISP	Corrected As 30.1 BYPL may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving 90 days written notice to AMISP
11	Section 3	62	31. Termination for BYPLS's Convenience	31.1 BYPL may terminate this contract for its convenience at any time upon providing five (5) days written notice to AMISP.	Corrected As 31.1 BYPL may terminate this contract for its convenience at any time upon providing Ninety (90) days written notice to AMISP.



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12	Section 8	580	Forms : Technical & Financial Proposal	-	Added As : Form 32 – Format for Manufacturer Authorization Form (MAF) is attached
13	Section 6	498	Appendix 9: Requirement from PLC/ Hybrid PLC (PLC+RF) solution providers	1. BYPL intends to deploy new AMI technology like PLC / PLC Hybrid solution (PLC+RF) on its 25,000 end points	Amended As The Quantity mentioned in this clause is hereby deleted.
14	Section 5	90	13. Termination of Contract (b) BYPL Event of Default	Failure of BYPL to establish Direct Debit Facility through online Consumer payments or pay the Monthly amount due to be paid including amount due towards supplementary invoice in accordance with Article 5.2 or any other payment due from BYPL under this Contract and more than 90 (ninety) days have elapsed since such payments became due	Corrected as Article 5.2 should be read as Clause 5 of Section 5 ie Terms of Payment
15	Section 3	49	2. Definition of Terms	-	Added as 2.53 “Parent(s) Company” shall mean an entity that is either (i) a Company or an AIF or a Foreign Investment Fund that holds at least twenty six percent (26%) of the



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					<p>paid - up equity capital directly or indirectly in the Bidder, as the case may be; or (ii) an AIF or Foreign Investment Fund that has the power to direct the management and policies by operation of law or contract;</p> <p>2.54 "Ultimate Parent Company" shall mean an entity which owns at least twenty six percent (26%) equity in the Sole Bidder or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Sole Bidder or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity.</p>
16	Section 3	56	18. Contract Period / Time	Execution period	Corrected as Execution time to be read as 30 Months in place of 33 months.
17	Section 6	456	Appendix 5 (Annexure – E – Technical Specification of LT CT Box)	-	Amended As Annexure – E – Technical Specification of LT CT Box attached



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18	Section 6	-	Appendix 4: Technical Specifications for DT Smart Meters	-	Added As Annexure – E - Technical Specification of DT Meter Box is attached
19	Section 1	40	Clause 16. Submission of Bid	During Technical evaluation, The Bidder, may be asked to submit four samples along with detailed QAP, GTP & Drawings.	Amended as: The Successful Bidder, will be asked to submit commencement samples of each type of meter (One smart meter sample with box) along with detailed QAP, GTP & Drawings and temper logics)
20	Section 6	106	5.2 Brief Scope of Work	A. Supply, Installation, Integration, Testing and Commissioning of: a. Smart Prepaid Metering (Supply of Smart Meters, DCU and Gateway is excluded from scope) as per clause 8.1 of this section	Amended as A. Supply, Installation, Integration, Testing and Commissioning of: a. Smart Prepaid Meters (Supply of Smart Meters, , DCU and Gateway is within the scope) as per clause 8.1 of this section. AMISP shall submit MAF from more than one qualified smart meter manufacturers. AMISP shall demonstrate interoperability & Integrate for at least 2 of the submitted make of smart meters. AMISP to ensure installation and commissioning of approved quantity of Smart Meter by BYPL for other make (MAF submitted) by AMISP with the Bid.



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21	Section 6	458	Appendix6: Technical Specifications for HT Smart Meters	This specification covers the design, manufacture, assembly, inspection, testing and delivery of Smart CT operated 3 phase 4 wire, Accuracy Class 0.2s, 3 x 63.5V and Current rating: -/5 A (Imax: 10A) & -/1A (Imax:2A) meter with plug in communication module (Cellular (4G/NBIOT) and accessories required for successful operation of the meter in post paid mode or special application such as bidirectional net meters	Quantity Clarified As Total Quantity for HT Meter for Part 1 is 629 as follows Current rating: -/5 A (Imax: 10A) - Nos 594 Meters & -/1A (Imax:2A) - Nos 35 meters
22	Section 6	251	Appendix 1 RF Mesh Solution Details	The Backhaul Infrastructure and SIM cards (4G with fallback 2G Communication Technology) shall be provided by BYPL from leading Service Provider along with aggregated Bandwidth at Cloud Data Centre (DC & DR) and SOMC.	Para Stands Deleted
23	Section 6	253	Appendix 1 RF Mesh Solution Details (Solution deployment and Integration)	The Bidder shall submit high level deployment architecture with write up and staggered cloud infrastructure sizing details to BYPL in their proposal for the duration of implementation phase and finalise the sizing and deployment architecture/ design. Technical details of the Cloud and Backhaul communication Infrastructure shall be provided by BYPL to the successful Bidder during design/deployment phase.	Para Stands Deleted



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24	Section 6	500	Appendix 9: Requirements from PLC/Hybrid PLC (RF+PLC) Solution providers (PLC System Solution Requirement)	The Backhaul Infrastructure and SIM cards (4G / NBIOT) shall be provided by BYPL from leading Service Provider along with aggregated Bandwidth at Cloud Data Centre (DC & DR) and SMOC.	Para Stands Deleted
25	Section 7	517	A. Price Schedule	Upfront Cost (F) under Price Schedule A	Clarified As Upfront cost (F) is total per meter cost including GST, to be filled in by the bidder in Part 1 of Price Schedule A, based on 30% (Part A of Clause 5 of Section 5.) cost of Total per Node cost given under Column (G) of Part 1 of Price Schedule A.
26	Section 7	517	A. Price Schedule	Evaluation	Clarified as The overall evaluation of Bid would be based on Lowest aggregate cost of Part 1 and Part 2 of Price Schedule A.



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27	Section 7	518	B. Price Schedule	B. Price Schedule	Added As All Product Software and associated AMC costs are to be quoted as per meter basis in Part A to Part M of price schedule B. The payment of AMC shall be released as per actual use basis.
28	Section 7	519	B. Price Schedule	Part-Q: Annual Network Connectivity Charges for (20 Mbps x 2)	Amended As Part-Q: Annual Network Connectivity Charges <i>(AMISP to provide details of MPLS line (..... Mbps x 2) in terms of bandwidth and connectivity)</i>
29	Section 7	520	Price Schedule	Price Schedule Notes	Corrected As Quantity variation capping is -5% / +30%



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30	-	-	General	-	Meter Serial No. shall be of 10 Digits in place of 8 digit at all places for all type of meters
31	Section 6	-	Appendix 4 Appendix 5 Appendix 6	-	Interval data (Load Profile) capture and storing capability for 5 Min / 15 Min/ 30 Min/60 Min configurable
32	Section 6	General	Appendix 2 Appendix 3 Appendix 4 Appendix 5 Appendix 6	-	Delivery of the meter is required in the box and that boxes are delivered with pallet as per standard practice of pallets. The height of the one pallet set not more than 6 ft from the ground level.



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33	Section 6	416, 453	Appendix 4 and Appendix 5 (Annexure D - Temper and Fraud Detection / Events)	Low Voltage:-Restoration: If $V_{pn} \leq 75\% V_{ref}$	Low Voltage:-Restoration: If $V_{pn} \geq 75\% V_{ref}$
34	Section 6	-	General	HHU (Hand Held Unit) Software	Clarified As Mobile app will be considered as HHU (hand Held Unit) Software
35	Section 8	555	Form (Table 6) 14	Table 6: List of Materials and Services for Infrastructure for Recharge through Feature Phones/ Offline Channels	Table Stands Deleted



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36	Section 6	205	12.4 Meter Installation	12.4.1 All materials like meter etc. shall be delivered by meter supplier to AMISP warehouse, coordination with suppliers shall be responsibility of AMISP for timely delivery of items.	Amended As All Materials like meters and its accessories etc. shall be transported and delivered by AMISP at BYPL warehouse
37	Section 6	114	8.2 Communication Infrastructure	-	Added Sub clause – 8.2.1 As Provisions of Cellular Network Services a. The network links (Meter to Head End System through Cellular (4G / NBIoT technology compliant with IPv6) will be provided by AMISP. BIDDER shall manage and monitor the network links and the AMISP shall perform all activities or services, necessary to implement and execute the Project and provide authorization for BIDDER to monitor the network links. b. The AMISP shall not use the establishments, equipment and services installed under this Agreement for organizations other than BYPL. c. The AMISP needs to provide MPLS connectivity at the DC, DR of the AMI and BYPL Locations Details of BYPL Offices are - 1) Nehru Place, New Delhi (BRPL) 2) Karkardoma, New Delhi (BYPL) 3) Panvel (Mumbai) 4) BIDC, Okhla, New Delhi 395) SMOC Center



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38	Section 6	304, 361	Appendix 2 Appendix 3 Electronic Component	National Semiconductors, Atmel, Phillips, Texas Instruments. Hitachi, Compiled, AVX or Ricoh Samsung, EPCOS, Vishay	<p>Component Added As</p> <p>Murata : Japan, WALSIN: Taiwan, YAGEO: Taiwan, JOHANSON: USA, Onsemi: US, Diotec: German, Liteon: Taiwan,Diode INC: Taiwan, Littelfuse : US,ROHM: Japan,NIPPON-CHEMICON: Jap an , NICHICON: Japan,LELON: Taiwan, INCAP: India, JAMICON: Taiwan,RUBYCON : Japan, SUZCON : Taiwan, Epcos : Germany, Tyco Electronics: Switzerland , Wurth Electronics: Germany, BRIGHT KING/Yageo : Taiwan, Epcos/TDK : japan, HJC: Taiwan KEMET: US, EVERLIGHT: Taiwan, Fairchild: US, LIGITECH: Taiwan, Oasistek: Taiwan, Allegro: Poland, Infineon: Germany, Melexis : Belgium, SEIKO: Japan, TDK: Japan, SAMWHA: Korea,NXP : Netherland, TOSHIBA: Japan, KEC: Korea, Steward/Liard Tech : USA, Wurth: German, Yageo: Taiwan, TDK: Japan, Onsemi/Fairchild: US, Tek cheong: Taiwan, ST: US, Alpha Omega: Taiwan, Onsemi : US, Micrel /Microcip/ATMEL : USA ,Holtek: Ta iwan ST Microelectronics</p>
39	Section 6	304, 361	Appendix 2 Appendix 3 Display Modules	Truly semiconductor, Hitachi	<p>Component Added As</p> <p>Panasonic/ Mitsubishi , Eve/ Vitzrocell</p>



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40	Section 6	304	Appendix 2 Battery	Texcell, SAFT, Varta	Component Added As Panasonic, EVE
41	Section 6	304	Appendix 2 RTC MICRO CONTROLLER	Philips, Dallas Atmel, Motorola, Microchip, TEXAS, NEC or Compiled	Component Added As RENASAS, ST Microelectronics
42	Section 8	572	Form 28	Form 28: Check List- Documents	Corrected As Updated Form 28 is attached
43	Section 6	-	Appendix 2 Appendix 3 Appendix 4 Appendix 5 Appendix 6	Quality Assurance, Inspection and Testing ESD and Magnetic Interference test	Amended As ESD and Magnetic Interference test ESD and Magnetic Interference test ESD and magnetic interference test will be conducted at Sameer lab, Chennai or CPRI, ERDA Vadodara or any other NABL accredited lab.
44	Section 6	-	Appendix 2 Appendix 3 Appendix 4 Appendix 5 Appendix 6	-	Burn in test clause stands deleted



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45	Section 6	204	12.1 Scope of Meter Installation/ Replacement	The scope of Smart Meter installation (Single Phase and Three Phase Whole Current Meters) work shall include the cost of all labour (electrical, civil, and others), materials, tools, MI application and other incidental expenses in connection with additional labour requirement.	The scope of Smart Meter installation (All Types of Meters) work shall include the cost of all labour (electrical, civil, and others), materials, tools, MI application and other incidental expenses in connection with additional labour requirement.
46	Section 5	80	2. Scope of Work	2.6 The Framework agreement will be executed for 2 Million Smart Meters with committed number of 2 Lac Meters in Phase 1, BYPL will issue Notice to Proceed for phase 2 beyond 4 Lacs as and when required.	Corrected As 2.6 The Framework agreement will be executed for 2 Million Smart Meters with committed number of 4 Lac Meters in Phase 1, BYPL will issue Notice to Proceed for phase 2 beyond 4 Lacs as and when required.
47	Section 1	35	7. Contact Information	Landline No. 011-4124-9330/7215	Corrected As Landline No. 011-4124-9230/7215