

CORRIGENDUM 6	Reply to Pre-Bid Queries, Clarifications and change in Tender Terms & Conditions.
Date:	30-11-2022
BRPL NIT NO:	CMC/BR/22-23/RB/CR/DG/1066
Work:	Business Functions for Electricity Distribution work in BRPL

Sl. No	NIT Clause Reference	Description	Bidder's Query	BRPL's Reply / Clarifications / Change in terms & conditions
1	Section - I, clause No - 1.3, Pg no - 10, "Date & time of Submission of Bid"	As per Corrigendum - 4: Revised Bid Submission date :09.12.2022 Revised Bid Submission time :1630 HRS		As per Corrigendum - 5: Revised Bid Submission date :16.12.2022 Revised Bid Submission time :1130 HRS
2	Section - I, clause No - 1.3, Pg no - 10, "Date & time of opening of Techno-commercial Bid"	As per Corrigendum - 4: Revised opening of Techno-commercial Bid date :09.12.2022 Revised opening of Techno-commercial Bid time :1645 HRS		As per Corrigendum - 5: Revised opening of Techno-commercial Bid date :16.12.2022 Revised opening of Techno-commercial Bid time :1200 HRS
3	Section - I, clause No - 1.3, Pg no - 10, "Duration of the Work"	Duration of the Work - 36 Months		Duration of the Work - 24 Months. Order may be extended for third year on the same terms and condition based on company's discretion.
4	4. QUALIFYING REQUIREMENTS (QR), 4.1. Technical QR: (i), Page 12 of 379	The Bidder should have experience working as Distribution Franchisee of any DISCOM having minimum 50,000 consumers with the task of Meter reading, bill distribution, recovery work and other business/commercial functions for not less than continuous 06 months within last 5 financial years (FY18 to FY22).	It should be clear whether 50,000 consumers with the task of Meter reading, bill distribution, recovery work is limited to One Distribution Franchisee or it may be total of all the DF working in hand at present. OR Otherwise, it should be amended that 50,000 no of consumers should be counted in all the running DF presently.	Tender conditions shall prevail
5	Section-I, RFQ, Clause 4.2 (ii)-Financial QR, Page No.13The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.	The last date for filling company ITR FY21-22 is by 31 Oct 2022, can we submit last three audited financial reports apart from the current one? And once the FY21-22 financials are finalized we would submit the same on or before 31st Oct 2022.	> The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. > In case audited balance sheet of FY 21-22 is not available then bidder can submit provisional balance sheet for FY 21-22 alongwith UDIN based CA certificate.
6	Section - I, Financial QR Clause No. 4.2 (ii)	The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22, FY21 & FY20) should not be less than Rs 50 Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.		The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22, FY21 & FY20) should not be less than Rs 50 Crore.(excluding GST) The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
7	Section-I, RFQ, Clause 4.2 (iv)-Financial QR, Page No.13	Bidder must provide proof of having solvency of an amount equal to Rs 6 Crore from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno-Commercial bid.	Solvancy is Issued by the Bank on Financial yearwise, So Please allow solvency certificate issued in current FY.	Tender conditions shall prevail.

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8	Section-I, RFQ, Clause 4.3 (vii)-Financial QR, Page No.14	Organisation chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma / Graduate Engineers etc.	we have to provide organization chart with Named Manpower.	> Bidders shall provide Organisation chart for execution of the contract including name of key person. > They may submit employee details within 15 days of award of work.
9	Section - III, clause No - 3.1, Pg no - 30, "3. EFFECTIVE DATE, TIME AND VALIDITY"	The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of three (3) years. Notwithstanding the continuous/periodic review/assessment of contractor's performance by BRPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.		The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of two (2) years. Order may be extended for third year on the same terms and condition based on company's discretion. Notwithstanding the continuous/periodic review/assessment of contractor's performance by BRPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.
10	Section- III , SCC ; Rates & Escalation (Ref. Page No. 31, clause no.4	Value of the Contract will be contracted out on the basis of finalized rates. The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (a) increased labour costs including minimum wages or costs related to vehicles or other equipments provided, (b) changes in insurance premiums, and/or (c) changes in legislations or regulations relating to the Service.		4. ORDER VALUE Value of the Contract will be contracted out on the basis of finalized rates. The Contractor shall not be entitled to adjustment in the Contract Value during the term of this Agreement except the following: 1) Statutory labour compliances like Minimum wages etc shall be passed at actuals during the contract period, as applicable. 2) Deployed resources, where Minimum Wages is not applicable, shall be assessed annually by the bidder and a suitable compensation as mutually agreed with the company, on actuals, shall be reimbursed separately.
11	Section- III , SCC ; Rates & Escalation (Ref. Page No. 31, 5.1	5. RATES & ESCALATION: 5.1. The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever.		5. RATES & ESCALATION: 5.1. The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever, except the following: 1) Statutory labour compliances like Minimum wages etc shall be passed at actuals during the contract period, as applicable. 2) Deployed resources, where Minimum Wages is not applicable, shall be assessed annually by the bidder and a suitable compensation as mutually agreed with the company, on actuals, shall be reimbursed separately.
12	Section - V, Part-III, 3.2,Disconnection point No. A-4, Page No. 110	In chronic cases, contractor will also arrange police protection for timely resolution of these cases.	Police protection is arranged by company.	Police protection will be arranged by contractor itself.

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13	Section - V, Part-IV, 4.2 & 4.3, Enforcement & Surveillance Page No. 118 to 128	Enforcement & Surveillance	How many teams would be deployed for Enforcement and surveillance and how many vehicles would be required?	Bidders need to assess the adequate requirement of resources as per scope of work and submit the bid accordingly. Deployment chart to be provided by bidders in the prescribed format. (Attached as Annexure - IV
14	Section VI, Price Bid, Page No. 221	Price Bid , Part A	In the price bid kindly confirm the Estimated quantities mentioned in the business activity charges a) Connection management b) Meter Reading and bill distribution c) Medium load consumer and d) Divisional data center are month wise /year wise / for 3 years	Quantities mentioned in the Revised Price Bid is estimated quantities for 2 years contract. Bidders are requested to fill the revised Price Bid attached alongwith this corrigendum.
15	Format- 4.2 , Point no 3 page no 243	AND WHEREAS as per clause ____ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] pl. specify the name of Bank) having its head/registered office at [_____] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).	In Section -III SCC , CPBG is 7.5% of annual contract Value however as per the format 4.2 it is 10%	> Underlined part of CPBG format 4.2 is amended as below: Company an unconditional bank guarantee for an amount equivalent to Seven and half percentage (7.5%) of the total Contract Value.....
16	General Query	-	Request you to kindly share the figure of gross salary and manpower count department wise which have been executing work in all previous contracts?	Bidders need to assess as per scope of work and submit the bid accordingly.
17	General Query	-	Will calculating the cost for this tender kindly confirm whether we have to maintain the current gross / fixed salary of the deployed manpower or not? And whether we have to follow the current salary structure or we have to follow as per our company policy ?	Bidders need to assess as per scope of work and submit the bid accordingly.
18	General Query	-	Kindly confirm can we add / delete / shift manpower in any department as per the requirement?	Bidder to decide as per work requirement. Tender conditions shall prevail.
19	General Query	-	Kindly confirm what percentage increment would be (if) applicable to the existing manpower?	1) Statutory labour compliances like Minimum wages etc shall be passed at actuals during the contract period, as applicable. 2) Deployed resources, where Minimum Wages is not applicable, shall be assessed annually by the bidder and a suitable compensation as mutually agreed with the company, on actuals, shall be reimbursed separately.
20	Section Part III – Recovery, Part IV – Enforcement & Surveillance	NA	The number of manpower that must be hired and deployed for the purpose of rendering services for business activities like Recovery, Enforcement and Surveillance as the same is not stated as per the area wise.	Bidders need to assess the adequate requirement of resources as per scope of work and submit the bid accordingly. Deployment chart to be provided by bidders in the prescribed format. (Attached as Annexure - IV)

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21	Clause 4.2 Enforcement Activity	NA	For Mobile Surveillance the number of team required for conducting surveillance area and consumer wise.	Refer revised scope of work (Section - V) attached along with this corrigendum.
22	Clause Part V – Customer Care Point No. 5	NA	For setup of customer care services the minimum number of CHD Executives, CCI and CCO manpower required that has to be provided for operation of customer care facility.	Refer revised scope of work (Section - V) attached along with this corrigendum. Bidders need to assess the adequate requirement of resources as per scope of work.
23	Clause No.1.2 MMG Point No. 1.3	NA	As understood the calibration of Meter Testing equipment must be done from NABL Lab (frequency one year) however the Accua-check for meter testing allotted from company after submission of indemnity bond, the calibration charges of same will be borne by contractor or company.	This scope has been removed from bidder's scope of work. Refer Revised Section V (attached herewith) for the revised scope of work
24	General	NA	Kindly Provide the details of Current working associates project wise & Circle Wise	Bidders need to assess the adequate requirement of resources as per scope of work and submit the bid accordingly. Deployment chart to be provided by bidders in the prescribed format. (Attached as annexure - IV)
25	General	NA	Kindly Provide the CTC of all Currently Working Associates	Bidders need to assess as per scope of work and submit the bid accordingly.
26	General	NA	Does any Yearly Increment to be given to Existing working Associate ? If Yes, kindly provide the Rate	1) Statutory labour compliances like Minimum wages etc shall be passed at actuals during the contract period, as applicable. 2) Deployed resources, where Minimum Wages is not applicable, shall be assessed annually by the bidder and a suitable compensation as mutually agreed with the company, on actuals, shall be reimbursed separately.
27	General	NA	Does any Conveyances to be given in any activity, if Yes, kindly provide the Maximum Amount or amount per KM per month.	Refer revised scope of work (Section - V) attached along with this corrigendum. Bidders need to assess the adequate requirement of resources as per scope of work.
28	General	NA	Sublet of contract is allowed or not	Tender conditions shall prevail

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29	General	NA	Presently, all activities have working manpower and their Salary/ CTC are more than the prevailing Minimum wages in most of the processes. Since, the existing working manpower have to be absorbed on award of contract for maintaining the continuity of work and salary/CTC have to be protected to avoid any IR issues, the CTC with salary structure of all working manpower with details of their processes where working may be provided to arrive at realistic costing of the activities.	Bidders need to assess as per scope of work and submit the bid accordingly.
30	Section - V, Part - IV, Sub Section - 4.1, Pg - 115	Photography & Video recording for enforcement		Scope has been removed from the tender scope
31	Section - V, Part - X, Sub Section - 10, Pg - 146	Priority Consumer Cell		Scope has been removed from the tender scope
32	Ref. Page 352, Section VI , Point No. 10			RA is mandatory. The bids will be evaluated commercially based on the total all inclusive price. BRPL reserves the right to evaluate the bid in totality or partially. RA methodolgy will be informed seperately to all the qualified bidders prior to RA.
33	Section V , Scope of Work, Additional Clause added			Following clause added in Revised Section V , Page No. 30: Note: No additional billing or payment for Part - B (Revised Price bid) on account of addition/increase in number of consumer and location during the term of contract. Scope of work mentioned is minimum and indicative only.The same may vary based on business requirements of BRPL.
34	Section - V, Pg no - 73, "Scope of Work"			Bidders are requested to read the revised Section - V uploaded alongwith this corrigendum which supercedes the Section - V of the original tender.
35	Ref. SCC , Pg - 33, Clause - 7, Payment Terms, New Clause added, Sr No. 11			New Clause : For monthly billing purpose 100% of bill raised as per actual work executed shall be paid. Monthly Billing and payment are subject to retention as per retention policy of the company for retentions on any HR, statutory or other non compliance w.r.t deployed manpower , vehicles or any other resources as per scope of work. The Bidder if selected /qualified shall submit detailed undertaking as required for Bill processing and payment.
36	General	Any clause related to reward in form of Incentive by the bidder shall stand amended as per new clause.		Any such incentive clause has been deleted
37	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1a, Pg- 193	The scorecards of the contractor shall be computed/released and monitored by BET/Head (Business)/HODor his nominated official on a monthly basis. The procedure for reviewing the performance shall be as follows:		The scorecards of the contractor shall be computed/released and monitored by BET/Head (Business)/HODor his nominated official on a regular basis. Scorecard shall be used for the purpose of Penalty. The procedure for reviewing the performance shall be as follows:

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38	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1b, Pg- 193	b. A high-level committee comprising of senior level officers of the user department, HR, C&M and/or CEO Cell shall review performance of all those contractors monthly, whose scores are falling in penalty zone. In-Charge of the concerned division/work area will also be invited to the meeting. The proceedings will be coordinated and convened by the official responsible for computing/releasing and monitoring of the score card.		A committee comprising of senior level officers as may be specified shall review performance of all those contractors, whose scores are falling in penalty zone. In-Charge of the concerned division/work area will also be invited to the meeting. The proceedings will be coordinated and convened by the official responsible for computing/releasing and monitoring of the score card.
39	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1g, Pg- 194	g. First instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be verbally warned and this fact will be recorded in the Minutes of the Meeting		<<Clause Deleted>>
40	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1h, Pg- 194	h. Second instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued first Warning Letter indicating that the company may terminate the contractor if the performance of the contractor does not improve beyond the stipulated benchmark		h. First instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued first Warning Letter indicating that the company may terminate the contractor if the performance of the contractor does not improve beyond the stipulated benchmark
41	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1i, Pg- 194	i. Third instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.		i. Second instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
42	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1j, Pg- 194	j. Fourth instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, the contract shall be treated as terminated and it shall be binding to the contractor and the Contract Performance bank guarantee submitted by contractor shall be forfeited.		j. Third instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, the contract shall be treated as terminated and it shall be binding to the contractor and the Contract Performance bank guarantee submitted by contractor shall be forfeited.
43	Part - XIII, Performance Evaluation & Score Card, Clause no - 1.1k, Pg- 194	k. Adherence to Service Level Agreement For non-adherence to CONTRACT and matter referred to DERC, double the amount payable by DISCOM shall be charged from Contractor		For non-adherence to CONTRACT and matter referred to DERC, double the amount payable by DISCOM shall be charged from Contractor
44	New clause added under clause - 8, pg-18, "Award Decision"			BRPL reserves the right to award activities either company wise or circle wise. Also, reserves the right to exclude any of the part / activities from the award.
45	Pre bid Meeting			A pre bid meeting has been organized on 13.12.2022 at 1430 hrs , Nehru Place.