

<b>CORRIGENDUM 6</b>	Pre-Bid Queries & Clarifications
<b>Date:</b>	13/12/2022
<b>BYPL NIT NO:</b>	CMC/BY/22-23/RS/SvS/VK/44 Dated: 19.09.2022
<b>Work:</b>	Business Functions for Electricity Distribution work in BYPL

Sl. No	NIT Clause Reference	Description	Bidder's Query	BYPL's Reply / Clarifications
1	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.
2	4. QUALIFYING REQUIREMENTS (QR), 4.1. Technical QR: (i), Page 12	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
3	Section-I, RFQ, Clause 4.2 (ii)-Financial QR, Page No.13	.....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 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.
4	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.
5	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.	Solvency is Issued by the Bank on Financial yearwise, So Please allow solvency certificate issued in current FY.	Tender conditions shall prevail.
6	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.
7	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 BYPL, 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 BYPL, 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.

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8	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 increase in Minimum wages etc shall be passed on at actual 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 actual, shall be reimbursed separately.
9	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 increase in Minimum wages etc shall be passed on at actual 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 actual, shall be reimbursed separately.
10	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.
11	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 )

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12	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.
13	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 <u>ten percent (10%)</u> 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.....
14	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.
15	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.
16	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.
17	General Query	-	Kindly confirm what percentage increment would be (if) applicable to the existing manpower?	1) Statutory labour compliances like increase in Minimum wages etc shall be passed on at actual 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 actual,

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18	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)
19	Clause 4.2 Enforcement Activity	NA	For Mobile Surveillance the number of team required for conducting surveillance area and consumer wise.	This scope has been removed from bidder's scope of work. Refer Revised Section V (attached herewith) for the revised scope of work
20	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.
21	General	NA	Sublet of contract is allowed or not	Tender conditions shall prevail
22	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.
23	Section VI , Price Bid Point No. 09			RA is mandatory. The bids will be evaluated commercially based on the total all inclusive price. BYPL reserves the right to evaluate the bid in totality or partially. RA methodology will be informed separately to all the qualified bidders prior to RA.
24	Section V , Scope of Work, Additional Clause added	Common Scope of Work		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 BYPL.
25	Section - V, Pg no - 73, "Scope of Work"	Revised Scope of Work		Bidders are requested to read the revised Section - V (Scope of Work) uploaded alongwith this corrigendum which supersedes the Section - V (scope of work) of the original tender.

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26	Section - VI, Page no.-221 , "Price Bid"	Revised Price Bid		Bidders are requested to read the revised Section - VI (Price Bid) uploaded alongwith this corrigendum which supersedes the Section - VI (Price Bid) of the original tender.
27	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.
28	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
29	Part - XIII, Performance Evaluation & Score Card	Performance Evaluation & Score Card		Refer part- XIII (Performance Evaluation & Score Card) Revised Section V (attached herewith) for the revised scope of work
30	New clause added under clause - 8, pg-18, "Award Decision"			BYPL 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.
31	Pre bid Meeting			A pre bid meeting has been organized on 14.12.2022 at 1130 hrs, Karkardooma Office