

CORRIGENDUM- 2 Dated 04/03/2024

Description	Pre-Bid Queries & Clarifications
BYPL NIT NO:	CMC/BY/23-24/RS/SvS/VK/36 Dated: 12.02.2024
Work:	Business Functions-II for Electricity Distribution Work in BYPL

Sl. No	NIT Clause Reference	Description	Bidder's Query	BYPL's Reply / Clarifications
1	SECTION- III SCC, CLAUSE NO 7. PAYMENT TERMS	New clause added	-	New clause added i.e. 7.11 The payment against the final bill to the contractor by the company shall be made only after submission of the No Objection Certificate (NOC) issued by the CMC-HR against submission of documentary proof of statutory compliances.
2	Section - III, clause No - 8.1, Pg no - 33 & 34, "INSURANCE"	<p>a)Term Insurance for life Before commencing the execution of the work the Contractor shall take Term Insurance Policy for life for the staff engaged/deployed by them for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 10 Lakh.</p> <p>b) Group Personal Accident Insurance: Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 5 Lakh (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 5 Lakh.</p> <p>The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim and without any liability on BYPL. The premium amount for both the above policies shall be borne by the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work under the contract.</p>	Like BRPL in the recently floated Tenders, the premium cost is reimbursable by BRPL with maximum capping. Can it be revised to the same in this Tender?	>Tender conditions shall prevail
3	Section - III, clause No - 8.3, Pg no - 33 & 34, "INSURANCE"	Comprehensive Marine Storage cum Erection insurance policy: Company shall take at his own cost Comprehensive Marine Storage cum Erection insurance policy for the total work. However, Contractor shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials. Please note that these insurance policies shall be taken in consultation with the company and a copy of the such insurance policies shall have to be furnished to company within 15 days of the date of LOI/Order.	What is the Sum Insured under Third Party Insurance policy and whether BYPL will reimburse the premium cost?	>Tender conditions shall prevail. > Bidders need to do their self-assessment and decide the amount of sum insured accordingly.
4	SECTION – IV GENERAL TERMS & CONDITIONS(GCC) clause No 19.10, Pg no - 46, "PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT"	The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BYPL within one month of deployment.	Whether Background Check to be done for New employees of those absorbed as well?	>Tender conditions are clear and shall prevail

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5	SECTION – IV GENERAL TERMS & CONDITIONS(GCC) clause No 36.46, Pg no - 63, "CONTRACTOR'S OBLIGATIONS"	The Contractor shall deploy electronic attendance marking system for their Resources and maintain records for the same. The same has to be produced if demanded by the Company.	Kindly clarify if it is Biometric Attendance Punching Machine and it's required No.	> Bidder have to deploy the electronic attendance marking machine/ application and provide the attendcance whenever it is asked by company.
6	SECTION- I REQUEST FOR QUOTATION (RFQ) clause No 4.2, Pg no - 13, "QUALIFYING REQUIREMENTS (QR)"	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 the date of publication of this tender document.	Solvency is issued by Bank normally once in a year based on last F.Y. closing balances reflected in Audited Balance Sheet. BRPL has also asked for Solvency issued within 1 year of publishing date of Tender in a similar recent Tender. Hence, it is requested to allow solvency certificate issued within 1 year from the date of issue of the tender.	>Tender conditions shall prevail.
7	SECTION – IV GENERAL TERMS & CONDITIONS(GCC) clause No 36.42, Pg no - 63, "CONTRACTOR'S OBLIGATIONS"	The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical problems which may ndanger his life and the life of the other Company employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the Company shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a medical certificate certifying that the said employee is medically fit. It is further agreed that without such medical certificate, Company shall not permit any such Contractor's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.	Kindly confirm the category and No. of manpower for whom Medical certificate is required and what will be the periodicity of certification.	> Tender conditions are clear and shall prevail.
8	General	Price Bid is mentioned with unit quantities other than LS/month	The quantities mentioed are probably for 2 years. Since Discoms are adopting smart meters, metioned quantities may reduce in the 2 years contract period. Hence, is there any minimum guarantee?	> Please refer to revised Section- VI, Pricebid. Bidders need to submit the bids accordingly.
9	General	General	Generally existing manpowers engaged in different activities are absorbed in the new contract. Hence, the head counts under different categories of manpower activity wise may be declared for accurate cost analysis.	> Bidders need to assess the ground realities as per the scope of work and submit the bid accordingly.
10	SECTION – V SCOPE OF WORK, clause No 2.17, Pg no - 100, "Part 4 – Enforcement & Surveillance"	This clause has been revised.	-	Amended clause no 2.17: Original memory card of every case with additional copy shall be deposited with BYPL. Memory card should be separate for each booked case {i.e. suppose if 4 cases are booked by one team leader in a day, then 4 separate memory cards to be submitted to BYPL (along with proper protected case)}. In addition to the above , Vendor shall provide Pen drives (16 GB or more) as and when required by court in any case.
11	SECTION- VI, PRICE BID	PRICE BID	-	Price bid format has been revised which is attached herewith.

SECTION- VI

PRICE BID

Sr No	Item	UoM	Estimated Qty	Unit Value	Total Amount
A) South East Circle					
1	Monthly LS Charges of Business Activities including but not limited to MLCC, Data Center, Enforcement-Surveillance, Recovery & disconnection, Customer Care, etc. in South East Circle of BYPL as per Scope of Work	LS / Month	24		
TOTAL (A)					
GST @ 18%					
SUB TOTAL (A)					
B) North East Circle					
1	Monthly LS Charges of Business Activities including but not limited to MLCC, Data Center, Enforcement-Surveillance, Recovery & disconnection, Customer Care, etc. in North East Circle of BYPL as per Scope of Work	LS / Month	24		
TOTAL (B)					
GST @ 18%					
SUB TOTAL (B)					
C) Central Circle					
1	Monthly LS Charges of Business Activities including but not limited to MLCC, Data Center, Enforcement-Surveillance, Recovery & disconnection, Customer Care, etc. in Central Circle of BYPL as per Scope of Work	LS / Month	24		
TOTAL (C)					
GST @ 18%					
SUB TOTAL (C)					
D) Centralised Activities					
1	Monthly LS Charges of Business Activities including but not limited to CMG, RCM, MMG-Backend work etc. as per Scope of Work	LS / Month	24		
TOTAL (D)					
GST @ 18%					
SUB TOTAL (D)					
GRAND TOTAL - (A+B+C+D)					

NOTE:	
1)	The price quoted above shall remain firm for the entire duration of the contract including the extension period, if any, except the following: a) Statutory labour compliances like increases in Minimum wages etc shall be reimbursed at actuals during the contract period, as applicable. b) In areas where minimum wage regulations do not apply, the bidder is required to conduct an annual assessment to ascertain suitable compensation for deployed resources. Subsequently, negotiations and agreements for reimbursement with the company shall be conducted separately.
2)	For monthly billing purposes, 100% bill amount along with taxes & duties as per actual work executed shall be paid. Monthly Billing and payment are subject to retention as per the 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 a detailed undertaking as required for Bill processing and payment.
3)	Penalty shall be levied on the monthly payment of contractor on the basis of its performance on Key performance indicators mentioned in the Master Score Card and will be deducted from successive month's bill.
4)	Reverse Auction (RA) is mandatory. RA methodology will be informed separately to all the qualified bidders prior to RA.
5)	The bids will be evaluated commercially based on the total all-inclusive price quoted by the bidders. However, BYPL reserves the right to split the work and award the contract circlewise and centralized work to the successful bidder(s).
6)	The contract will initially be awarded for a duration of two years. The company reserves the right to extend the contract for an additional year, under the same terms and conditions, including commercials. However, any year-on-year (YoY) extension of the contract will be contingent upon the vendor's performance in the preceding year. The company's decision regarding the continuation or discontinuation of the contract will be final and binding.
7)	The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor.
8)	The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
9)	The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate rows meant for the purpose.